

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, AUGUST 21, 2023
8:30 A.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

- 1. MARINE AIRCRAFT GROUP (MAG)-14 PRESENTATION: Colonel James T. Bardo, Commanding Officer**
- 2. CONSENT AGENDA**
 - A. Minutes of August 7, 2023 Regular Session**
 - B. Tax Releases and Refunds**
 - C. CARTS – Request to Set Public Hearing: CTP Grant**
 - D. Economic Development – Request to Set Public Hearing: NC Department of Commerce Grant**
 - E. Economic Development – Request to Set Public Hearing: Project Phantom**
 - F. Garage – County Vehicle AIM System: Budget Amendment**
 - G. Human Resources – Craven County 2024 Holiday Schedule**
 - H. Finance – Reimbursement Resolution: Sudan Temple Property**

DEPARTMENTAL MATTERS:

- 3. FACILITIES: Zach Chenoweth, Assistant Facilities Director**
 - A. Ford Transit 250 – Budget Amendment**
 - B. Commissioners' Meeting Room & Conference Room Window Replacement – Budget Amendment**
- 4. HEALTH: Scott Harrelson, Health Director**
 - A. Environmental Health Fee Schedule**
 - B. Accept Funding from Pitt County for Data Pilot Program – Budget Amendment**

5. **WATER: Dail Booth, Water Superintendent**
 - A. **Phase I Water Meter Change Out - Budget Amendment**
 - B. **Phase II Water Meter Change Out – Budget Amendment**
6. **APPOINTMENTS**
7. **COUNTY ATTORNEY’S REPORT: Arey Grady**
8. **COUNTY MANAGER’S REPORT: Jack Veit**
9. **COMMISSIONERS’ REPORTS**

1. MARINE AIRCRAFT GROUP (MAG)-14 PRESENTATION: Colonel James T. Bardo

Colonel James T. Bardo, Commanding Officer, Marine Aircraft Group (MAG)-14, will introduce himself and provide a presentation on the activities of the Marine Aircraft Group (MAG)-14.

A bio on Colonel Bardo is shown in the following document.

Board Action: Receive information

Colonel Bardo is a 1998 graduate of Whittier College in Los Angeles, CA with a Bachelor of Arts degree in Biology. He was commissioned through the Platoon Leaders Course as a Second Lieutenant in May 1998, designated a Naval Aviator in September 2001 and completed his initial qualification in the AV-8B Harrier in September 2002.

Col Bardo's operational assignments include deployments aboard the USS Belleau Wood and USS Essex as part of the 11th and 31st Marine Expeditionary Units, as well as land based combat deployments in support of Operations ENDURING FREEDOM and IRAQI FREEDOM. He held squadron billets in both operations and maintenance including Pilot Training Officer, Director of Safety and Standardization, Maintenance Officer, and Operations Officer.

Col Bardo's non-operational assignments include staff tours at the Group and Wing level, resident Intermediate Level School at The Naval War College, earning a Master's Degree in National Security Studies, and an F-35 Fleet Replacement Squadron instructor pilot in VMFAT-501. He completed a Joint Assignment in the Office of the Secretary of Defense, Cost Assessment and Program Evaluation serving as a tactical air forces analyst focused on 5th and 6th generation strike fighters. His most recent assignment was in HQMC Aviation as the Director of the Cunningham Group responsible for aviation future capabilities and force structure development.

Col Bardo was among the initial cadre of seven USMC pilots selected to transition to the F-35 in 2008 and stand up VMFAT-501, the Marine Corps' first F-35B training squadron. He commanded the first operational F-35B squadron, VMFA-121, from August 2015 until March 2017. Following command, Col Bardo attended the National War College, graduating in June 2018, completing a second Master's Degree in National Security.

Col Bardo has over 2,000 flight hours in the AV-8B and F-35B and is a graduate of the MAWTS-1 Weapons and Tactics Instructor Course. He was privileged to serve in commands that have been awarded the Presidential Unit Citation, Navy Unit Commendation, and Meritorious Unit Commendation.

 PRINT  SHARE

MARINE AIRCRAFT GROUP 14

HOME
UNITS

READINESS
RESOURCES

CONTACT US

2. CONSENT AGENDA

A. Minutes of August 7, 2023 Regular Session

The Board will be requested to approve the minutes of August 7, 2023 regular session, as shown in the following document.

B. Tax Releases and Refunds

The Board will be requested to approve the tax releases and refunds, as shown in the following documents.

Tax Administrator, Leslie Young, submitted an explanation for the following releases:

Owner - ARGOS USA, LLC, Account #120355, Business Personal Property, Owner submitted amended returns after major billing. Release in full \$3,484.53

Owner - Capital Marketing Solutions, LLC, Account #115952, Business Personal Property, in 2022 the owner sold an aircraft. Release the \$635,000 value portion, equates to release \$4,082.42.

Owner - Wal-Mart Real Estate Business Trust, Parcel ID 6-216-023, Adjusted real estate value for Tax Year 2023 Appeal, Release \$4,937.87.

Owner - Wal-Mart Real Estate Business Trust, Parcel ID 8-208-17001, Adjusted real estate value for Tax Year 2023 Appeal, Release \$6,316.95.

Owner - HYG Financial Services, Account #51632, Business Personal Property, Tax Department duplicated on the same account ticket #221278, Owner was double-billed, Release in full \$37,996.78.

C. CARTS – Request to Set Public Hearing for September 5, 2023: CTP Grant

The Board will be requested to set a public hearing for September 5, 2023 at 6:00 pm, or soon thereafter. The purpose of the hearing is to receive public comments and request authorization for Craven Area Rural Transit System (CARTS) to apply to the North Carolina Department of Transportation (NCDOT) for the FY2024-2025 5311 Community Transportation (CTP) administrative and operating grants as well as a Combined Capital grant. CARTS relies on these grants to assist with the cost of operating public transit service.

The 5311 CTP grant is a formula-based allocation grant for rural public transportation projects. CARTS will be seeking to apply for 5311 CTP administrative and operating assistance as well as capital assistance. The Combined Capital application does not specify into which grants capital projects will be placed.

The deadline to submit the budget and required documents is October 6, 2023.

D. Economic Development – Request to Set Public Hearing for September 5, 2023: NC Department of Commerce Grant

The Board will be requested to set a public hearing for September 5, 2023 at 6:00 pm, or soon thereafter, to receive public comments in regard to the acceptance of a grant from the North Carolina Department of Commerce to fund the extension of a road necessary for commercial aerospace development adjacent to the Coastal Carolina Regional Airport.

E. Economic Development – Request to Set Public Hearing for September 5, 2023: Project Phantom

The Craven County Economic Development Department has been working with a local manufacturer who has provided an offer to purchase 6.022 acres of land in the Craven County Industrial Park. The Board will be requested to set a public hearing for September 5, 2023 at 6:00 pm, or soon thereafter, to receive public comments in regards to this matter.

F. Garage – County Vehicle AIM System: Budget Amendment

The Craven County Fuel Center utilizes FuelMaster as the fueling system. FuelMaster provides two options for fueling County vehicles, the Prokee and the AIM system. FuelMaster's AIM system is a more secure, advanced, and fail-proof option for fueling. AIM is installed by the County Garage team and connects directly to a vehicle's OBD port. AIM is a RFID vehicle installed system that eliminates inaccurate driver-entered data, ensures proper fuel allocation, and gathers important vehicle specific data. This system is critical when reviewing vehicle specific data for diagnostic testing and reporting. Staff has installed Prokee's and AIM's since opening the Fuel Center. Thus far, the AIM system has produced better performance and staff feels installation on all new County vehicles moving forward is the best option for fueling County vehicles.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$12,646, in order to purchase AIM units to install on all new County vehicles purchased in Fiscal Year 2023-2024.

G. Human Resources – Craven County 2024 Holiday Schedule

The Board will be requested to consider the proposed Craven County 2024 Holiday Schedule, as shown in the following document. The proposed schedule grants thirteen (13) holidays which includes three (3) days for Christmas and one (1) floating holiday for Independence Day.

The Craven County Personnel Resolution, Article VIII. Leave of Absence, Section 2. Paid Holidays Observed states, "The Floating Holiday will be used in conjunction with holidays observed on Tuesday or Thursday to extend the weekend and will only be used as such occurs from year to year."

The proposed 2024 Craven County Holiday Schedule is the same as the State of North Carolina's 2024 Holiday Schedule with the exception that the State's holiday schedule does not include a floating holiday for Independence Day.

H. Finance – Reimbursement Resolution: Sudan Temple Property

On January 11th, 2023, the County purchased the Sudan Temple property for \$6 million. On August 7, 2023 Commissioners approved the Sudan Property Redevelopment Project in the amount of \$373,750, authorizing staff to contract with vendors to perform hazardous abatement work and master planning services. The source of funds used to purchase the property came from the County's General Fund balance, while the funds for the Sudan Property Redevelopment Project are budgeted from the County's Capital Reserve Fund. In March 2023 Commissioners adopted a prior reimbursement resolution in the amount at \$6.1 million. In order to preserve the County's ability to reimburse itself from any future proceeds on a tax-exempt borrowing, the County must declare its intent to reimburse itself by adopting the resolution, shown in the following document, which increases the maximum amount it can be reimbursed to \$7.5 million.

Board Action: A roll call vote is needed to approve the consent agenda items.

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN
3 COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,
4 NORTH CAROLINA, ON MONDAY, AUGUST 7, 2023. THE MEETING CONVENED
5 AT 6:00 PM.

6
7 **MEMBERS PRESENT:**

8 Chairman Jason R. Jones
9 Vice-Chairman Denny Bucher
10 Commissioner Chadwick Howard
11 Commissioner Sherry Hunt
12 Commissioner E. T. Mitchell
13 Commissioner Beatrice R. Smith
14

15 **MEMBERS EXCUSED:**

16 Commissioner Thomas Mark
17

18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Amber Parker, Human Resources Director
22 Arey Grady, County Attorney
23 Lauren Wargo, Assistant to the County Manager
24 Nan Holton, Clerk to the Board
25

26 County Attorney, Arey Grady, recited the following invocation, followed by the Pledge of
27 Allegiance.

28
29 *Heavenly Father, maker of Heaven and Earth, redeemer, generous provider, we*
30 *are desperately dependent upon You for all things. Bestow Your wisdom on this*
31 *body and its Members to know and do Your will for our County, to abandon*
32 *unrighteous agendas, to hear and heed Your voice, and to make decisions*
33 *according to Your Holy Word so that we may practice kindness, develop unity,*
34 *and walk humbly before You. Bring about unity in our Nation and our County*
35 *through the power of the holy spirit.*

36
37 *May we, in reverence and through repentance of our sins, return to You. As the*
38 *Psalmist said, "The sacrifices of God are a broken spirit; a broken and a contrite*
39 *heart, O God, You will not despise." Father, open up Heaven's windows to bless*
40 *this Nation and County as we humble ourselves before You.*

41
42 *In the name of Jesus, we pray. Amen.*

43
44 *Based upon the invocation given by Pastor David Bullock, at the June 23, 2023*
45 *session of the US House of Representatives*
46
47

Commissioner Mitchell motioned to approve the agenda, as presented, seconded by Commissioner Smith and approved unanimously.

CARTS PUBLIC HEARING – TITLE VI PROGRAM PLAN

CARTS Director, Kelly Walker-Cuthrell, presented that the Federal Transit Administration (FTA) requires that all direct and primary recipients document their compliance with the Department of Transportation Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed. The current Title VI Program is located on the CARTS webpage and expires September 7, 2023. The draft plan has been available on the website and at the CARTS office since July 28, 2023. A Public Hearing to receive comments on the proposed changes is required.

At 6:04 pm, Commissioner Mitchell motioned to go into public hearing, as advertised, seconded by Commissioner Hunt and approved unanimously.

There were no citizens from the public that signed up to speak.

At 6:04 pm, Commissioner Smith motioned to close the public hearing, seconded by Commissioner Hunt and unanimously approved.

PETITIONS OF CITIZENS – AGENDA TOPICS

There were no citizens from the public that signed up to speak.

CONSENT AGENDA

Commissioner Hunt motioned to approve the Consent Agenda, inclusive of the Minutes of July 17, 2023 Regular Session; Tax Release and Refunds (*Credits = \$41,769.87; Refunds = \$237.10*); ABC Board Travel Policy, Elections – Donation Voting Booths, Economic Development – Authorization of Signature for Withdrawal of Rail Easement; Sheriff – Donation Rollover-Budget Amendment; and Sheriff – Donation Checks-Budget Amendment. Commissioner Smith seconded the motion which was approved 5-1 in a roll call vote; there being one “Nay” from Chairman Jones.

Sheriff's Office

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$5,682.00	1014310-43222	\$5,682.00
Current Year Fund Balance		Supplies – Donations	
TOTAL	\$5,682.00	TOTAL	\$5,682.00

Justification: The unused donated funds made to the Sheriff's Office in FY 2023 are requested to be moved to FY 2024. These funds were donated to the office by various citizens and businesses for multiple divisions to be used at the Sheriff's discretion.

Sheriff's Office

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014310-38301	\$10,100.00	1014310-43222	\$10,100.00
Misc. Donations		Supplies – Donations	
TOTAL	\$10,100.00	TOTAL	\$10,100.00

Justification: The Sheriff's Office received a donation check in the amount of \$100.00 by a Craven County citizen, along with the annual calendar donation check of \$10,000. These checks will be used towards the purchase of a variety of items that the office needs.

CRAVEN COMMUNITY CHILD PROTECTION TEAM ANNUAL REPORT

Jenny Cook, Chair, and Antoinette Boskey, Co-Chair, gave the 2022 Community Protection Team/Child Fatality Prevention Team (CPT/CFP) annual presentation. They provided information and data on the following topics:

- Mandated members
- New QR code
- CPS Reports of abuse, neglect and/or dependency from 2018-2022
- Statistics and causes of child fatalities in 2021
- 2022 CPT data
- Gaps identified in services
- Recommendations
- Areas of focus for 2023

Ms. Cook and Ms. Boskey addressed questions regarding investigations, services, and provided an informational handout with the QR code to be distributed.

DEPARTMENTAL MATTERS: CARTS

Approval of the Title VI Non-Discrimination Program Plan

CARTS Director, Kelly Walker-Cuthrell, reported that the current Title VI Program is located on the Craven County CARTS webpage and expires September 7, 2023. She indicated the draft plan has been available on the website and at the CARTS office since July 28, 2023.

Ms. Cuthrell stated per FTA guidance, the wording has been changed throughout the document from "race, color, national origin, sex, age, religion, and disability" to "race, color, and national origin", because Title VI is specified to the protection against discrimination based on race, color, and national origin.

She relayed CARTS added the sentence "CARTS is also committed to follow Craven County's non-discrimination policy or policies to ensure no one based on sex, age, religion, or disability will be subject to discrimination" in order to show commitment to preventing discrimination-based sex, age, religion, and disability in addition to the Title VI-protected populations.

Ms. Walker stated other changes from the 2020 plan are updates of the data charts to reflect the most current available data.

Commissioner Mitchell motioned to approve the CARTS Title VI Non-Discrimination Plan, as requested, seconded by Commissioner Smith and approved unanimously.

Purchase of Radios – Budget Amendment

Ms. Cuthrell stated CARTs budgeted to purchase twenty-six (26) two-way Radios in FY2022-2023. The radios were not delivered before June 30, 2023. She requested approval of a budget amendment in the amount of \$36,674 for the cost of twenty-six (26) CM200D two-way radios approved and ordered in FY2022-2023.

Commissioner Hunt motioned to approve the following budget amendment, in the amount of \$36,674, as requested, seconded by Commissioner Mitchell and approved 6-0 in a roll call vote.

CARTS

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014511-37000	\$36,330.00	1014510-47321	\$36,674.00
Section 18 Capital		Capital Outlay \$500-\$4,999	
1014511-34949	\$ 344.00		
MTM Reimbursement			
TOTAL	\$36,674.00	TOTAL	\$36,674.00

DEPARTMENTAL MATTERS: EMERGENCY SERVICES – FIRE DEPARTMENTS' NC DEPARTMENT OF INSURANCE (DOI) GRANT MATCH

Emergency Services Director, Stanley Kite, reported local Volunteer Fire Departments have been awarded a NC Department of Insurance Grant totaling \$327,552, to assist fire departments with purchasing equipment and making capital expenditures. He remarked that fire departments will match the grant on a dollar-for-dollar basis.

The following Chiefs presented their equipment/gear requests and the amount of the grant they were awarded:

➤ Chief Blake Feller	Little Swift Creek VFD	\$30,000
➤ Chief Greg Milligan	Ft. Barnwell VFD	\$30,000
➤ Chief Bruce Smith	No. 9 Township	\$29,855
➤ Chief Bradley White	Dover VFD	\$29,975

183 ➤ President Russ Cayton Cove City Fire \$29,396
 184 ➤ Chief Stacey Lewis Vanceboro Fire \$14,550

185
 186 Commissioners expressed their appreciation to each of the VFD and thanked them for keeping
 187 their communities safe.

188
 189 Commissioner Howard motioned to approve the following budget amendment, in the amount of
 190 \$327,552, seconded by Commissioner Hunt and approved 6-0 in a roll call vote.

191
 192 ***Fire Departments (Multiple)***

193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213
	REVENUES	AMOUNT		EXPENDITURES		AMOUNT														
	2010000-39801	\$14,550.00		2014340-49699		\$14,550.00														
	Transfer to General Fund			Grant Match/Vanceboro																
	030000-39801	\$30,000.00		2034340-49699		\$30,000.00														
	Transfer to General Fund			Grant Match/Little Swift Creek																
	2040000-39801	\$29,396.00		2044341-49699		\$29,396.00														
	Transfer to General Fund			Grant Match/Cove City																
	2040000-39801	\$29,975.00		2044342-49699		\$29,975.00														
	Transfer to General Fund			Grant Match/Dover																
	2040000-39801	\$30,000.00		2044343-49699		\$30,000.00														
	Transfer to General Fund			Grant Match/Ft. Barnwell																
	2090000-39801	\$29,855.00		2094340-49699		\$29,855.00														
	Transfer to General Fund			Grant Match/#9 Twp																
	1010000-39901	\$163,776		1019800-49783		\$163,776														
	Current Year Fund Balance			VFD Grant Matches																
	TOTAL	\$327,552		TOTAL		\$327,552														

214 **DEPARTMENTAL MATTERS: SHERIFF**

215
 216 ***Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) Grant***

217
 218 Chairman Jones stated that since this item appropriates funding to a non-profit organization,
 219 Hope Recovery homes, in which Commissioner Hunt serves on, to comply with Senate Bill 473
 220 she will need to be recused from the discussion and vote.

221
 222 Commissioner Mitchell motioned to recuse Commissioner Hunt, seconded by Commissioner
 223 Smith and approved 5-0 in a roll call vote. Commissioner Hunt left the boardroom.

224
 225 Major David McFadyen reported the Craven County Sheriff's Office has been awarded a grant of
 226 \$970,757 over a three-year period from the Office of Justice Programs (OJP) known as the
 227 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program.

This grant award allows funding to establish services for offenders involved in the criminal justice system regarding mental health and substance abuse.

Major McFadyen requested approval of a budget amendment, in the amount of \$306,623, which is what is projected to be used for the current fiscal year as well as the unused amount from the previous year.

Commissioner Mitchell motioned to approve the following budget amendment, in the amount of \$306,623, seconded by Commissioner Smith and approved 5-0 in a roll call vote.

Detention Center

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014316-33102	\$306,623.00	1014316-44000	\$ 97,133.00
Bureau of Justice Assistance		Contract Services	
		1014316-42101	\$205,560.00
		Rents – Board Prisoners	
		1014316-42500	\$ 3,930.00
		Travel-Training	
TOTAL	\$306,623.00	TOTAL	\$306,623.00

Commissioner Hunt returned to the meeting at 6:35 pm.

Body Scanner Rollover – Budget Amendment

Sheriff Chip Hughes requested approval of a budget amendment, in the amount of \$153,138, in order to move funds that were allocated in FY 2023 for the purchase of a Point Security Body Scanner that was approved during the last fiscal year but not completed. He stated the funds were allocated in the 4316 (Jail) account line.

Commissioner Mitchell motioned to approve the following budget amendment, in the amount of \$153,138, as requested, seconded by Commissioner Hunt and approved 6-0 in a roll call vote.

Detention Center

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1014290-33125	\$153,138.00	1014316-47301	\$153,138.00
American Rescue Plan Act		Capital Outlay over \$5,000	
TOTAL	\$153,138.00	TOTAL	\$153,138.00

DEPARTMENTAL MATTERS: WATER – BUDGET AMENDMENT

Water Superintendent, Dail Booth, reported that the Water Department budgeted to replace two (2) Ford F-150's during Fiscal Year 2023. Although the order was placed in July of 2022, the trucks were never delivered. He projected these trucks to be delivered sometime after the first of the year in 2024.

Mr. Booth requested approval of a budget amendment, in the amount of \$59,784, for the cost of two (2) Ford F-150's, with tax and tags included, in order to be moved to this year's budget.

Commissioner Hunt motioned to approve the following budget amendment, in the amount of \$59,784, as requested, seconded by Commissioner Smith and approved 6-0 in a roll call vote.

Water

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
6000000-39901	\$59,784.00	6007010-47301	\$59,784.00
Fund Balance CY		C/O Over \$5,000	
TOTAL	\$59,784.00	TOTAL	\$59,784.00

At 6:39 pm, the Board went into recess.

At 6:49 pm, the Board returned to open session.

DEPARTMENTAL MATTERS: SOCIAL SERVICES***Medicaid Expansion Presentation and Position Consideration***

Mr. Marett introduced April Rollins, Income Maintenance Administrator Division, and recognized her as being vital to DSS.

Mr. Marett stated the NC Department of Health and Human Services announced on July 26, 2023 that Medicaid Expansion is moving forward with a start date of October 1, 2023, pending final approval by the General Assembly. He proceeded to present information and data, highlighting the changes needed at the local level to implement the expansion. Details on the following were provided:

- Medicaid Expansion HB 76 law outlined
- Medicaid Funding allocations

- Craven County was allocated \$80,258. (Craven County Medicaid Beneficiaries in May 2023 - 28,111; North Carolina Beneficiaries, 2,968,396, Craven County percentage - 0.95%).

- Medicaid Expansion impacts on Craven County – caseloads and staffing
 - 23% increase in caseloads
 - Staffing Needs to Accommodate Newly Eligibles • Family and Children's Medicaid - 1 Supervisor, 2 Lead Worker/Trainers, 7 Income Maintenance Caseworker 11 • Adult Medicaid - 3 Income Maintenance Caseworker 11 • Long Term Care/Special Assistance - 3 Income Maintenance Caseworker III
- State Communicated Assistance with Medicaid Expansion
 - Straight through processing
 - Federally facilitated marketplace
 - Manual transition of clients in Medicaid
- Challenges to successfully implement Medicaid Expansion
 - Staffing
 - Training
 - New Applications
- What we need to be prepared for Medicaid Expansion
 - New Applications
 - Recertifications
 - Medical Providers
 - Our Clients
- County Advocacy and Support Needs

Mr. Marett and Ms. Rollins addressed questions and requests about FHQC's, current staffing, County costs, current reporting, training, and office space.

Commissioner Bucher spoke in support of advocating as a consolidated group by writing local legislators.

Commissioner Hunt motioned to approve the initial three income caseworker II positions, as requested, seconded by Commissioner Mitchell and approved 6-0 in a roll call vote.

New IMC II Medicaid (3 full-time positions)

Mr. Marett further explained that funding for 3 IMC II's is needed due to the current and expected growth in Income Maintenance Programs related to Medicaid Expansion. He stated that these positions will help to ensure performance goals in a timely manner set forth by the state and reduce the risk of possible eligibility errors and payback by the county. He indicated in June 2023, \$80,258 was received in Medicaid funds that must be budgeted in this fiscal year for Medicaid Expansion. This is being used to offset the cost of these three new positions. The remaining costs are budgeted at 75% Federal / 25% County for the cost share of the three Income Maintenance position costs. All administrative costs will follow a 50% Federal/ 50% County cost share.

Mr. Marett requested approval of a budget amendment in the amount of \$180,883 to fund 3 IMC II positions and the furnishings and training costs associated with the positions.

Commissioner Bucher motioned to approve the following budget amendment, in the amount of \$180,883, as requested, seconded by Commissioner Mitchell and approved 6-0 in a roll call vote.

DSS Income Maintenance

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015211-33415	\$100,625.00	1015211-41102	\$103,644.00
Inc. Maint Staff and Ovd		Full-Time Salaries	
1010000-39901	\$ 80,258.00	1015211-41101	\$ 7,929.00
Fund Balance		FICA	
		1015211-41102	\$ 13,371.00
		Retirement	
		1015211-41103	\$ 5,184.00
		401 K	
		1015211-41104	\$ 3,525.00
		Workers Comp	
		1015211-41106	\$ 19,320.00
		Health	
		1015211-41107	\$ 1,440.00
		Dental	
		1015211-41108	\$ 48.00
		Life	
		1015211-41109	\$ 72.00
		Disability	
		1015211-42500	\$ 1,000.00
		Travel/Training	
		1015211-42200	\$ 1,200.00
		Telephone	
		1015211-47321	\$ 7,500.00
		C/O \$500-\$4,999	
		1015211-43240	\$ 15,000.00
		Other Supplies	
		1015211-43201	\$ 600.00
		Office Supplies	
		1015211-44000	\$ 1,050.00
TOTAL	\$180,883.00	TOTAL	\$180,883.00

Commissioner Bucher motioned to direct staff to write a letter to Legislators advocating for the following:

- More state/federal dollars to offset the county cost. The latest figures are that Medicaid Expansion will boost the economy by \$4.3 billion dollars. None of this can occur without eligibility being determined which is done at the county level.
- Continue to support eligibility determinations being done by County Department of Social Services. We know our clients and other resources in the community better than if it were outsourced to another part of the state.
- Push for a moratorium in county paybacks due to eligibility determination for five years.
- Continue to push for the state to provide adequate and timely training.
- Continue to push for the state to give us one policy manual and timely notice of new policies.

Commissioner Mitchell seconded his motion, which was approved unanimously.

Appreciation for DSS staff was spoken by the Commissioners.

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT
AUTHORIZATION TO REQUEST AN EXTENSION OF BUILDING REUSE –
PROJECT ENDOR**

Economic Development Director, Jeff Wood, stated that in 2021, the County accepted the administration of a Building Reuse Grant for Project Endor (Pilot John/Carolina GSE). The agreement with the company called for an investment of \$2,500,000 and the creation of 15 new jobs. The grant is for \$120,000. He relayed the company has invested in the property, doubling the size of the building from 20,000 square feet to 40,000 square feet. The company has also worked diligently to recruit and maintain employees, but has not met the metric of 15 new jobs (currently at 11 total jobs). He affirmed this is not from a lack of effort or desire from the company but due to current employment demands from other companies and industries.

Mr. Wood indicated the original termination date of the agreement is August 19, 2023. The Department has been in discussions with NC Commerce and would recommend a two-year extension of the grant.

Commissioner Mitchell motioned to approve a two-year extension of the grant agreement, as recommended, seconded by Commissioner Hunt and approved unanimously.

**DEPARTMENTAL MATTERS: HUMAN RESOURCES
OPIOID SETTLEMENT FUND SPENDING AUTHORIZATION**

Chairman Jones stated that since Hope Recovery is a recipient of part of these funds, to comply with Senate Bill 473, Commissioner Hung would need to be recused.

Commissioner Mitchell motioned to recuse Commissioner Hunt, seconded by Commissioner Smith and unanimously approved.

Commissioner Hunt left the boardroom.

Human Resources Director, Amber Parker, reported the FY 2023 - 2024 budget adopted by the Craven County Board of Commissioners included \$622,048 of opioid settlement funds for opioid remediation efforts. The Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (MOA) requires specific language and details to be included in the budget item which are too lengthy for the budget document so a resolution to contain that information is presented for your consideration.

Ms. Parker stated the MOA requires the budget or resolution to specifically indicate that it is an authorization for expenditure of opioid settlement funds, it must state the specific strategy or strategies the county intends to fund pursuant to the MOA's Option A or Option B, using the item letter and/or numbers listed in Exhibit A or B of the MOA to identify each funded strategy, and it must state the amount dedicated to each strategy for a period of time. Counties are also required to meet state law budgeting and fiscal control provisions. She declared the current budget meets the state budgeting and fiscal control provisions and this resolution is intended to meet the MOA requirements. Ms. Parker indicated the resolution takes the same funds currently in the Opioid Settlement Fund program budget and reorganizes them to identify which strategies are being funded. She highlighted of the \$622,048 already approved in the budget, the resolution indicates \$152,548 is authorized to be expended on Collaborative Strategic Planning, MOA Exhibit A, Item 1; \$25,000 is authorized to be expended on Naloxone Distribution, MOA Exhibit A, Item 7; \$200,000 is authorized to be expended on Post-overdose Response, MOA Exhibit A, Item 8; and \$244,500 is authorized to be expended on Recovery Support Housing, MOA Exhibit A, Item 4.

Commissioner Smith motioned to adopt the following resolution to direct the expenditure of opioid settlement funds, seconded by Commissioner Howard and approved 5-0 in a roll call vote.

At 8:04 pm, Commissioner Hunt returned to the meeting.

**A RESOLUTION BY THE COUNTY OF CRAVEN
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Craven County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Craven County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Craven County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, 1
- d. Amount authorized for this strategy: \$152,548
- e. Period of time during which expenditure may take place:
Start date July 1, 2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Opioid Program Manager position salary, benefits and department/position support costs to include telephone, postage, travel, training, office supplies, program supplies, technology requirements membership dues and subscriptions. This position will lead Craven County's efforts required by the NCMOA. This funding includes \$17,400 for a contract with Recovery Alliance Initiative (RAI) to complete the Collaborative Strategic Planning Process outlined in Exhibit C of the MOA.
- g. Provider: Craven County Opioid Epidemic Response and Recovery Alliance Initiative (RAI)

2. Second strategy authorized

- a. Name of strategy: Naloxone Distribution
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, 7.
- d. Amount authorized for this strategy: \$25,000
- e. Period of time during which expenditure may take place:
Start date July 1, 2023 through End date June 30, 2024

f. Description of the program, project, or activity: Purchase low-cost Naloxone to support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks or first responders.

g. Provider: Craven County Opioid Epidemic Response

3. Third authorized strategy

a. Name of strategy: Post-overdose Response Team

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, 8

d. Amount authorized for this strategy: \$200,000

e. Period of time during which expenditure may take place:

Start date July 1, 2023 through End date June 30, 2024

f. Description of the program, project, or activity: Countywide post-overdose response team.

g. Provider: CarolinaEast Foundation.

4. Fourth authorized strategy

a. Name of strategy: Recovery Housing Support

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, 4

d. Amount authorized for this strategy: \$244,500

e. Period of time during which expenditure may take place:

Start date July 1, 2023 through End date June 30, 2024

f. Description of the program, project, or activity: Provide recovery housing support to people in recovery.

g. Provider: Reviving Lives Ministry, Hope Mission, The Healing Place of New Hanover County

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$622,048.

Adopted this the 7th day of August, 2023.

**DEPARTMENTAL MATTERS: FACILITIES
APPROVAL OF HAZARDOUS MATERIAL ABATEMENT CONTRACT AND
MASTER PLANNING SERVICES FOR SUDAN PROPERTY REDEVELOPMENT
PROJECT**

Assistant County Manager, Gene Hodges, reported that on December 5, 2022, the Board of Commissioners approved the purchase of the former Sudan Temple complex immediately adjacent to the County Administration and Court Facilities Complex. The sale was finalized in January 2023. He stated that during the Board's budget deliberations for the FY 2023-2024 budget, the Board directed staff to obtain bids for hazardous material abatement services related to this property and to request a proposal with the design team of Oakley Collier Architects (OCA) to develop a master plan for this property.

Mr. Hodges mentioned a Request for Proposal (RFP) was issued for hazardous materials abatement on June 30, 2023. A mandatory pre-bid meeting was conducted on July 10, 2023 and bids were due on July 20, 2023. Bids were received from 4 firms that ranged in price from \$84,480 to \$98,700, with the low bidder being EHG, LLC dba Alloy Group from Morrisville, NC. The total costs related to the hazardous material abatement are:

Alloy Group Contract:	\$ 84,480
Third Party Air Monitoring:	\$ 20,000
Abatement Design Services:	\$ 27,500
Project Contingency:	\$ 20,000
Total:	\$151,980

Additionally, the Board gave direction to obtain a proposal from OCA to begin the process of master planning the Sudan Property site to begin exploring potential uses by Craven County. The submitted proposal for all services related to the master planning process is \$199,250. OCA was also requested to include a fee related to preparing demolition plans and specifications. This fee totals \$22,000.

To move forward, Mr. Hodges requested the Board to approve a Project Ordinance and related Budget Amendment in the amount of \$373,750 and to authorize staff to execute all necessary agreements for the proposed work.

Mr. Hodges addressed several questions about the timeline.

Commissioner Mitchell motioned to approve the following project ordinance and related budget amendment, in the amount of \$373,750, seconded by Commissioner Smith and approved 6-0 in a roll call vote.

**Sudan Property Redevelopment Project
Fund 418**

This ordinance is hereby approved in the following amount for the expenditure of the Sudan Property Redevelopment Project.

Expenditures:

Architectural/Engineering	\$248,750.00
Construction-Other	\$125,000.00
TOTAL	\$373,750.00

The following revenues are hereby estimated for the Sudan Property Redevelopment Project.

Revenues:

Transfer from Capital Reserve	\$373,750.00
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637 TOTAL \$373,750.00

638

639 This ordinance is hereby approved this 7th day of August, 2023.

640

641

642 ***Capital Project Fund***

643

644	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
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645

646	4184200-39802	\$373,750.00	4184200-47505	\$248,750.00
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647	Trans. From Reserve Fund		Architect/Engineer	
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648			4184200-47603	\$125,000.00
-----	--	--	---------------	--------------

649			Construction – Other	
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650

651	4000000-39901	\$373,750.00	4004150-49793	\$373,750.00
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652

653	TOTAL	\$747,500.00	TOTAL	\$747,500.00
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654

655 **APPOINTMENTS**

656

657 ***Pending***

658

659 Chairman Jones reviewed the following pending appointments:

660

- 661 • Craven County ABC Board (Chair)

662 Commissioner Bucher nominated Chip Chagnon as Chair for the ABC Board. There being no
663 additional nominations, Mr. Chagnon was appointed by acclamation.

- 664 • Fireman's Relief Fund Board (District 5)

665 Commissioner Hunt nominated Theron McCabe for reappointment to the Fireman's Relief Fund
666 Board of Trustees (Township 5). There being no additional nominations, Mr. McCabe was
667 reappointed by acclamation.

- 668 • Havelock Board of Adjustment (ETJ)
- 669 • Highway 70 Corridor Committee
- 670 • Volunteer Agricultural District (District 6)

671

672 ***Current***

673

674 ***Clean Sweep Committee***

675

676 Commissioner Mitchell nominated Cynthia Teasdale for appointment. There being no additional
677 nominations, Ms. Teasdale was appointed by acclamation.

678

679 ***Emergency Medical Services Advisory***

Commissioner Hunt nominated Tom Dorn for appointment. There being no additional nominations, Mr. Dorn was appointed by acclamation.

Craven County Planning Board

It was the consensus of the Board to defer this appointment.

COUNTY ATTORNEY'S REPORT

County Attorney, Arey Grady, had nothing to report.

PETITIONS OF CITIZENS – GENERAL TOPICS

1. *Linda Wahnsiedler, 906 Dickinson Court*

COUNTY MANAGER'S REPORT

Eastern Carolina Council of Government Strategic Priorities

County Manager, Jack Veit, introduced David Bone, Executive Director for Eastern Carolina Council of Governments (ECC), and referred the Board to the information in their agenda packets. Mr. Veit highlighted that several years ago the sitting Board made the decision not to participate as a member of the ECC. He indicated that times have changed and ECC has undergone some challenges over the past few years but has made significant changes and improvements. They are focusing on our smaller municipalities, infrastructure, economic development, and grant applications, as well as re-establishing and strengthening community networks. Membership in the ECC engages Craven County in the collaborative conversations which will affect the region. Mr. Veit presented the Board with the opportunity to rejoin ECC as a member.

Commissioner Howard motioned to rejoin the Eastern Carolina Council, seconded by Commissioner Hunt and approved 6-0 in a roll call vote.

Mr. Veit continued that as a member Craven County would hold a seat and a commissioner would need to be appointed to serve. Commissioner Jones nominated Commissioner Howard to serve on the ECC Board. He was appointed by acclamation.

COMMISSIONERS' REPORTS

Commissioner Howard expressed appreciation for the opportunity to serve on the ECC Board.

Commissioner Mitchell had nothing to report.

725 *Commissioner Smith* shared a thank you note from Ms. Simmons and commented on the happy
726 moments at the Stanley White Recreational Center groundbreaking last week. Ms. Smith
727 expressed appreciation to Fitness, Fellowship and Faith, a religious group, who participated in
728 Clean Sweep by picking up litter in the Pembroke community.

729
730 *Commissioner Hunt* commented on the recent NACO Conference she attended in Austin, TX and
731 the importance of serving on various steering committees to have a voice. She remarked on the
732 Clean Sweep efforts in Harlowe and the improvements she has seen since the last effort. Ms.
733 Hunt gave kudos to the recent Animal Shelter Open House event, where 19 adoptions resulted.
734 She expressed appreciation to the vendors and organizations who supported the event. Ms. Hunt
735 invited all to attend the Harlowe VFD Open House on Saturday, August 12th from 10 am until 2
736 pm, as they are celebrating their 51st anniversary.

737
738 *Commissioner Bucher* commended the Baptist on Mission men and women who continue to do
739 great works throughout Craven County.

740
741 *Commissioner Jones* had nothing to report.

742
743 At 8:27 pm Commissioner Mitchell motioned to adjourn, seconded by Commissioner Hunt and
744 approved unanimously.

Craven County

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RELEASES SUBJECT TO BOARD APPROVAL ON 8/21/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
AIRCRAFT SALVAGE SOLUTIONS LLC DID NOT OWN JANUARY 1	58632	2023	216734	255.64
ARGOS USA LLC BILLING ERROR	120355	2023	221579	3,484.53
ARGOS USA LLC BILLING ERROR	120355	2023	221580	2,173.58
ARNOLD, JOSHUA & ARNOLD, RICKY BILLING ERROR	114754	2023	53845	40.25
ATLANTIC BEACH WATERSPORTS LLC DID NOT OWN JANUARY 1	80988	2022	218956	5.75
BATCHELOR, CHARLES PATTERSON DID NOT OWN JANUARY 1	93806	2023	206455	52.68
BECK, CHRISTOPHER JOHN & COLES, ABIGAIL MARIE MILITARY EXEMPT	114264	2023	221111	74.90
BEST DEVELOPMENT INC DID NOT OWN JANUARY 1	125310	2023	212524	414.42
BISHOP, TIMOTHY LEE DOUBLE BILLED	66934	2023	220093	113.77
BLAND, TERRY D DID NOT OWN JANUARY 1	635900	2023	210180	11.71
BRANTON, BRYAN H BILLING ERROR	25674	2023	207956	185.48
BULLA JR., CHARLES DID NOT OWN JANUARY 1	95613	2023	219937	47.05
CALVO, FREDERICK H BILLING ERROR	18287	2023	215571	45.78
CANON FINANCIAL SERVICES INC BILLING ERROR	13555	2023	207713	5.08
CAPITAL MARKETING SOLUTIONS LLC CORRECTED DISCOVERED PROPERTY VALUE	115952	2023	221197	4,082.42
CHURCH-JUNIPER CHAPEL FREE WILL EXEMPT PER NCGS 105-278.3	134437	2023	2854	450.67
CLARK, WILLIAM S & PEGGY S BILLING ERROR	9301	2023	212086	84.44
COLBY, JOSEPH ANTHONY MILITARY EXEMPT	69860	2022	218319	91.61
COLBY, JOSEPH ANTHONY MILITARY EXEMPT	69860	2023	218319	123.68
COPELAND, NICHOLAS ALLEN & KIMBERLY CORRECTED DISCOVERED PROPERTY VALUE	82868	2023	213936	18.93
CRABTREE, ROBERT JAMES RECYCLE FEE CORRECTION	1552950	2023	16509	60.00
CRABTREE, ROBERT JAMES RECYCLE FEE CORRECTION	1552950	2023	16504	60.00
CSI LEASING INC DID NOT OWN JANUARY 1	65621	2023	218072	38.23
DAVIS INDUSTRIES INC - J M BILLING ERROR	1741100	2023	201809	59.06
DUNCAN, MITCHELL DID NOT OWN JANUARY 1	76723	2023	218122	81.68
DURHAM, GREGORY BRUCE BILLING ERROR	100707	2023	207268	13.50

Meeting Date: August 21, 2023

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RELEASES SUBJECT TO BOARD APPROVAL ON 8/21/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
FILLINGAME, JOSHUA LEE INCORRECT SITUS/ REBILL	57685	2023	216635	11.44
FORSTER, BENJAMIN MICHAEL BLAND NOT TAXABLE TO CRAVEN COUNTY	202390465500	2023	904655	330.30
GILMORE, TRAVIS L & TERESA ANN INCORRECT OWNER/ REBILL	64419	2023	44	129.63
GREAT AMERICA FINANCIAL SERV. CORP BILLING ERROR	28773	2023	205622	44.66
GREAT AMERICA FINANCIAL SERV. CORP BILLING ERROR	28773	2023	200679	743.65
GREAT AMERICA FINANCIAL SERV. CORP BILLING ERROR	28773	2023	210620	80.38
GREAT AMERICA FINANCIAL SERV. CORP BILLING ERROR	28773	2023	207069	226.01
GROENENBERG, SHERYL BILLING ERROR	117835	2023	221367	1,031.00
HAMILTON & HAMILTON ENTERPRISES INC DID NOT OWN JANUARY 1	76434	2023	204533	91.42
HARTLEY, ELLEN GONZALES BILLING ERROR	115214	2023	209708	4.46
HEATH, SARAH J ELDERLY OR DISABLED EXCLUSION	101460	2023	6602	574.59
HICKMAN, ANDREW HRS RECYCLE FEE CORRECTION	19658	2023	11638	60.00
HUENEFELD, MARCUS RICHARD MILITARY EXEMPT	92461	2023	220372	106.41
HULSE, STEVEN PATRICK MILITARY EXEMPT	83767	2023	219910	265.63
HYG FINANCIAL SERVICES DOUBLE BILLED	51632	2023	207005	37,996.78
JONES, DAPHNE D ELDERLY OR DISABLED EXCLUSION	51931	2023	29163	349.86
JOYCE, WANDA HAWKINS & JOHN ALVIS II RECYCLE FEE CORRECTION	96883	2023	8203	60.00
KIRBY, KEVIN F NOT TAXABLE TO CRAVEN COUNTY	62820	2023	214615	27.36
KLAUSS, JOHN LESLIE BILLING ERROR	72891	2023	217642	5.53
KLAUSS, JOHN LESLIE BILLING ERROR	77737	2023	218623	60.08
LEDGER, JORDAN THOMAS MILITARY EXEMPT	66920	2021	218379	8.45
MCILNAY, MICHAEL JAMES & RHIANNON DID NOT OWN JANUARY 1	77555	2023	204522	137.73
MITCHELL, ERNEST NILE BILLING ERROR	53604	2023	204574	123.89
MRS CLEAN LLC DID NOT OWN JANUARY 1	49972	2023	216090	39.78
NAVITAS CREDIT CORP TAX IMPOSED THROUGH CLERICAL ERROR	37317	2023	214204	302.35
NEW BERN SOUTHWEST GRILL LLC DID NOT OWN JANUARY 1	114827	2023	209621	907.28

Meeting Date: August 21, 2023

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RELEASES SUBJECT TO BOARD APPROVAL ON 8/21/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
NEW BERN SOUTHWEST GRILL LLC DID NOT OWN JANUARY 1	114827	2022	209621	1,229.54
NEW BERN SOUTHWEST GRILL LLC DID NOT OWN JANUARY 1	114827	2021	209621	1,339.38
OBLANDER, DONALD GLEN INCORRECT SITUS/ REBILL	110345	2023	220968	8.12
OWENS, CARROLL N ELDERLY OR DISABLED EXCLUSION	5511800	2023	22959	413.51
PETERS, LISA ANN NOT TAXABLE TO CRAVEN COUNTY	202390470400	2023	904704	289.66
PETRITSCH, ROBERT E & KATHLEEN T DID NOT OWN JANUARY 1	56889	2023	75	60.75
REDEVELOPMENT COMMISSION OF THE RECYCLE FEE CORRECTION	131660	2023	21471	120.00
REDEVELOPMENT COMMISSION OF THE EXEMPT PER NCGS 105-278.3	131660	2023	20273	49.49
REDEVELOPMENT COMMISSION OF THE EXEMPT PER NCGS 105-278.1	131660	2023	20225	49.49
REDEVELOPMENT COMMISSION OF THE EXEMPT PER NCGS 105-278.1	131660	2023	20272	49.49
RELIGIOUS COMMUNITY SERVICES OF NEW BERN INC EXEMPT PER NCGS 105-278.3	89825	2023	40167	484.57
RIVENBARK, BRENDA BILLING ERROR	101716	2023	207405	61.03
RIVER BEND MARINA & CAFE INC DID NOT OWN JANUARY 1	69992	2023	203951	317.59
RMAH, YACOP DOUBLE BILLED	116399	2023	209854	649.09
SARAVANJA, ZLATKO & LORIANNE DOUBLE BILLED	131396	2023	220263	79.53
SMITH, GLORIA TAYLOR DOUBLE BILLED	110354	2023	208740	124.58
SPRAGUE, CAROL LYNN BILLING ERROR	92884	2023	220465	40.59
THURSTON, EDWARD KENNETH MILITARY EXEMPT	92114	2023	220046	168.13
VASSALLO, ANTHONY JOSEPH II NOT TAXABLE TO CRAVEN COUNTY	202390447800	2023	904478	55.80
WAL MART REAL ESTATE BUSINESS TRUST APPRAISAL ERROR CORRECTION	92841	2023	64440	6,316.95
WAL-MART REAL ESTATE BUSINESS TRUST APPRAISAL ERROR CORRECTION	76510	2023	14292	4,937.87
WELLS FARGO FINANCIAL LEASING INC INCORRECT SITUS/ REBILL	42528	2023	210932	5.05
WELLS FARGO VENDOR FINANCIAL SERV BILLING ERROR	115199	2023	209702	1.24
WELLS FARGO VENDOR FINANCIAL SERV DID NOT OWN JANUARY 1	115199	2023	209698	2.60
WELLS, JAMES T RECYCLE FEE CORRECTION	7650470	2023	202619	60.00
WESTERN OILFIELDS SUPPLY CO DID NOT OWN JANUARY 1	64790	2023	220760	19.51

Meeting Date: August 21, 2023

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RELEASES SUBJECT TO BOARD APPROVAL ON 8/21/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
WIGGINS, RACHEL M RECYCLE FEE CORRECTION	7924950	2023	202660	60.00
79 RELEASES SUBJECT TO BOARD APPROVAL ON 8/21/2023:				72,787.07

Craven County

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REFUNDS SUBJECT TO BOARD APPROVAL ON 8/21/2023

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BAUGHER, WILLIAM LEWIS BILLING ERROR	41428	2023	201280	53.63
BELK INC #85 BILLING ERROR	67673	2020	203811	238.16
BELK INC #85 BILLING ERROR	67673	2019	203811	100.98
3 REFUNDS SUBJECT TO BOARD APPROVAL ON 8/21/2023:				392.77

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT



CRAVEN COUNTY 2024 HOLIDAY SCHEDULE

NEW YEAR'S DAY

Monday, January 1, 2024

MARTIN LUTHER KING, JR. BIRTHDAY

Monday, January 15, 2024

GOOD FRIDAY

Friday, March 29, 2024

MEMORIAL DAY

Monday, May 27, 2024

INDEPENDENCE DAY

Thursday, July 4, 2024

Friday, July 5, 2024 (Floating)

LABOR DAY

Monday, September 2, 2024

VETERANS DAY

Monday, November 11, 2024

THANKSGIVING

Thursday, November 28, 2024

Friday, November 29, 2024

CHRISTMAS

Tuesday, December 24, 2024

Wednesday, December 25, 2024

Thursday, December 26, 2024

Approved by the Craven County Board of Commissioners at the
August 21, 2023 regularly scheduled meeting.

Amber M. Parker
Human Resources Director

**RESOLUTION OF THE COUNTY OF CRAVEN, NORTH CAROLINA
DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES
UNDER UNITED STATES DEPARTMENT OF TREASURY
REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners (the "Board") for the County of Craven, North Carolina (the "County") as follows:

Section 1. The Board hereby finds, determines, and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the acquisition, construction and equipping of a new general government services administrative building for the County (the "Project").

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) \$7,500,000 is the maximum principal amount of debt currently expected to be incurred for the purpose of paying the costs of the Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for "preliminary expenditures" within the meaning of Section 1.150-2 of the Treasury Regulations (the "Preliminary Expenditures"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution supplements the prior declaration of the County made with respect to the Project on March 7, 2023.

Section 3. This resolution shall take effect upon its adoption.

I, Nan Holton, Clerk to the Board of Commissioners for the County of Craven, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners for said County at a regular meeting held on August 21, 2023, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board of Commissioners.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 21st day of August, 2023.

Clerk to the Board of Commissioners

DEPARTMENTAL MATTERS:

3.A. Facilities - Ford Transit 250 – Budget Amendment: Zach Chenoweth

The Fiscal Year 2022-2023 budget included the purchase order of a Ford Transit 250 for Facilities. The Purchase Order was issued on August 22, 2022, but the vehicle was not received before the end of the fiscal year. The vendor contacted County Facilities in early August, 2023 and stated that the vehicle is ready and delivery is expected soon.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$51,614, in order to re-budget the expenditure from Fiscal Year 2022-2023 into the current fiscal year to complete this transaction.

Board Action: Approve a budget amendment in the amount of \$51,614 to re-budget the expenditure from the previous fiscal year due to delays in the delivery of the vehicle. A roll call vote is needed.



ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

DEPARTMENTAL MATTERS:

3.B. Facilities – Commissioners' Meeting Room and Conference Room Window Replacement – Budget Amendment: Zach Chenoweth

A purchase order for new windows in the Commissioners' Meeting Room and Conference Room on the 2nd floor of the Administration Building was issued in December 2022. Due to a lengthy review with the City of New Bern Historical Preservation Committee (NBHPC), the windows were not installed in Fiscal Year 2022-2023. Approval was received from the NBHPC for the window replacement in May 2023. At that time, Coastal Craftsmen, the General Contractor, began fabricating the new windows with the anticipation of completing fabrication during the month of August. We are requesting approval of a budget amendment to re-budget this expenditure in Fiscal Year 2023-2024. At this time, fabrication is almost complete, and we are scheduling the work to begin later this year in order to have minimal disruption to daily operations and scheduled Commissioners' meetings.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$47,000, in order to carry over the unspent funds from Fiscal Year 2022-2023 into the current fiscal year and to complete this project.

Board Action: Approve a budget amendment in the amount of \$47,000 to complete the window replacement project. A roll call vote is needed.

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

1. Fund: General

2. Department: Public Buildings

Justification or Explanation of Change:
Request to roll funds forward to FY 23/24 to complete the window replacement in the commissioner and conference rooms upstairs in the Admin. Building.

Justification or Explanation of Change:

Request to roll funds forward to FY 23/24 to complete the window replacement in the commissioner and conference rooms upstairs in the Admin. Building.

Zach Chenoweth

Department Head

Date _____

County Manager

Date _____

County Commissioners/Chairman

Date _____

Journal Entry Number

Date _____

DEPARTMENTAL MATTERS:

4.A. Health – Environmental Health Fee Schedule: Scott Harrelson

The passage of recent Session Law 2023-90 will affect the allowable fees to be collected by Environmental Health, and will become effective September 1, 2023, as shown in the following document. Also included is the North Carolina Department of Health and Human Services Position Statement which provides guidance on the implementation of Session Law Provisions.

Board Action: Approve fee changes



**Craven County Fee Request Form
FY 2023 - 2024**

DEPARTMENT INFORMATION	
Department Name: Health - Environmental	Department # / Division #: 4710
Department Head Signature: 	Phone: 252-636-4920

NEW FEE ☒ EXISTING FEE MODIFICATION ☐ DISCONTINUE FEE ☒

CURRENT FEE DESCRIPTION:

Private Permit Options	Current Fee	New Fee
-(a2) Improvement Permit	n/a	\$150.00
-(a2) Construction Authorization	n/a	50.00
-(a2) Improvement Permit+Construction Authorization	n/a	110.00
-EOP NOI/ATO (filing fee submitted with NOI)	n/a	35.00
-AOWE NOI/ATO (filing fee submitted with NOI)	n/a	35.00
-EOP w/ 4 bedrooms or less	\$ 82.50	discontinue
-EOP w/ 5 bedrooms or more	180.00	discontinue
-LSS COVID-19 Permit w/ 4 bedrooms or less	82.50	discontinue
-LSS COVID-19 Permit w/ 5 bedrooms or more	180.00	discontinue

BUDGETARY IMPACT:

***IF THE FEE REQUEST IS REQUIRED BY GENERAL STATUTE, PLEASE INCLUDE THAT IN YOUR JUSTIFICATION.**

Fee changes required by Session Law 2023-90 effective September 1, 2023.
NCDHHS Position Statement providing guidance on Implementation of Session Law Provisions attached.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK BENTON • Deputy Secretary for Health
SUSAN KANSAGRA • Assistant Secretary for Public Health
Division of Public Health

July 10, 2023

POSITION STATEMENT: Amend On-Site Wastewater/Environment Statutes

PURSUANT TO: Session Law 2023-90 (H628)

SOURCE: Jon Fowlkes, Branch Head, On-site Water Protection Branch (OSWP)

ISSUE: Implementation of Session Law Provisions

SUMMARY & IMPLEMENTATION:

Session Law 2023-90 (H628) has multiple Sections that affect the on-site wastewater industry. This document is intended to provide the OSWP's interpretation of the language in this Session Law to local health departments (LHDs) and industry professionals to help promote consistency statewide. This information is presented according to the Section in the Session Law that addresses each issue. **Please be aware that this document ONLY provides summaries and interpretations of the Sections that affect authorized agents of the state in Onsite Water Protection, which includes Sections 1-6, 8, 9.5, 10.1, and 12.**

Section 1, Modifications to G.S. 130A-335:

This Section amends language in G.S. 130A-335(a3) and (a5) to require a completeness review by the LHD upon a submittal of an Improvement Permit and/or Construction Authorization pursuant to (a2) of this statute. This Section requires the Department to develop a common form. A determination of completeness is made by the LHD by ensuring:

- The common form developed by the Department is submitted, completed and contains all required components of an Improvement Permit and/or Construction Authorization, as applicable, pursuant to G.S. 130A-336;
- A site sketch is attached to the submittal which clearly shows initial and repair wastewater system areas. The areas should be sited in a way that makes it clear for the septic contractor and the installation inspector to find the wastewater system areas in the field; and
- Any required legal agreements, artificial drainage requirements, and Licensed Soil Scientist (LSS)/Authorized Onsite Wastewater Evaluator (AOWE)/Licensed Geologist (LG)/Professional Engineer (PE) reports and/or plans are attached to the submittal.

Previously, the LHD had 10 business days to review a submittal under this statute. This Section now states that a LHD has five business days to make this completeness review. If a LHD fails to act in this 5-day period, the applicant may treat this failure as a determination of completeness. If a LHD determines that the submittal is incomplete, the applicant shall be notified of the components that are missing. The

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH

LOCATION: 5605 Six Forks Road, Building 3, Raleigh, NC 27609
MAILING ADDRESS: 1632 Mail Service Center, Raleigh, NC 27699-1632
www.ncdhhs.gov • TEL: 909-707-5854 • FAX: 919-845-3972

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

OSWP also recommends notifying the LSS/AOWE/LG/PE. The LHD will have five business days to perform the completeness review of the re-submittal.

While the LHD shall not review these submittals for accuracy or validity, inevitably issues or problems will be found on occasion. When issues are discovered by the LHD during the completeness review (e.g., error in bedrooms, incorrect design daily flow, setback violation, etc.), the LHD shall notify the applicant and the LSS/AOWE/LG/PE, as appropriate. This is a professional courtesy that allows the licensed professional the opportunity to correct the error. If the licensed professional chooses to correct the error, the LHD shall mark the common form as incomplete to allow time for the correction. However, if the licensed professional refuses to make the correction, the LHD shall document this notification and response. The applicant/owner shall be notified of the response, and the LHD shall proceed with the completeness review. The LHD shall not conduct any type of site visits or evaluations for the issuance of the Improvement Permit and/or Construction Authorization when submitted by an LSS/AOWE/LG/PE.

This Section amends language in G.S. 130A-335(a4) and (a5) to allow the LSS/AOWE/LG/PE to require the LHD to revoke or suspend an Improvement Permit and/or Construction Authorization submitted pursuant to (a2) of this statute "for cause." "Cause" will exist if there are one or more grounds to revoke or suspend pursuant to G.S. 130A-23. Grounds to revoke include any violation of the Commission's rules, violation of applicable laws and statutes, or a finding that the permit was issued based upon inaccurate or inadequate information. A request to revoke under this provision shall be made in writing to the LHD.

This Section amends language in G.S. 130A-335(a6) that allows a LHD to charge a fee for the Construction Authorization or the Improvement Permit/Construction Authorization combination of up to 40% of the normal fees for similar wastewater systems. Thus, a LHD may charge up to 100% of their normal fees for an Improvement Permit only, but if an application is submitted for a Construction Authorization or Improvement Permit/Construction Authorization combination, the LHD may only charge 40% of their normal fees.

This Section amends language in G.S. 130A-335(a7) that allows the issuer of the Construction Authorization pursuant to (a5) of this statute to delay wastewater system construction until a determination of site conditions is made to verify that site conditions remain unchanged. Site conditions include soil wetness, or grading or landscaping that impacts the soil evaluation, compacts the soil, or alters the landscape position. Language was also added to (a7) that requires the owner to contact the authorized agent and septic contractor and notify them "of any known changes to the site that alter the site evaluation or conditions."

Finally, this Section amends language in G.S. 130A-335(a9) that removes the requirements in 15A NCAC 18A .1938(e) or (f) for State review of systems with a design flow greater than 3,000 gallons per day or any industrial process wastewater systems for submittals pursuant to (a2) of this statute. If a proposal is sent to the Department for review, the completeness review is not required to meet the 5-day deadline. The decision for State review shall be the responsibility of the licensed professional and not the LHD.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 2, Modifications to G.S. 130A-335.1:

This Section removes the requirement of the visible marker for a septic tank's access device in G.S. 130A-335.1(b)(5).

This Section is effective immediately.

Section 3, Modifications to G.S. 130A-336.1:

This Section amends language in G.S. 130A-336.1 by requiring the fee for an Engineered Option Permit (EOP) to be submitted with the Notice of Intent to Construct (NOI). In addition, this Section removes the requirement for a completeness review by the LHD. The fee for an EOP was changed from 30% of the cumulative total of the fees the LHD has established to obtain an Improvement Permit, a Construction Authorization, and an Operation Permit for wastewater systems under its jurisdiction, to no more than \$35.00 for filing costs. The owner is now required to submit the Authorization to Operate (ATO) to the LHD and a letter documenting the acceptance of the EOP report, but that letter no longer needs to be notarized. In addition, the owner is required to submit a copy of the PE's report and a copy of the operations and management program.

This Section amends language in G.S. 130A-336.1(o) by only allowing an EOP to be transferable to a new owner with consent of the PE and a contract between the PE and new owner.

This Section adds new language, G.S. 130A-336.1(o1) and (o2). G.S. 130A-336.1(o1) grants authority of revocation to the PE that issued the EOP. The PE may send written notice to the LHD, as well as the owner, the LSS, the LG, if any, the certified contractor, and the certified water pollution control system operator, if any. This includes revocation of both the NOI and the ATO.

G.S. 130A-336.1(o2) allows an owner the option to submit an application to the LHD for a malfunctioning EOP system. The LHD's responsibility is to evaluate the site as they would for a new septic system and issue both an Improvement Permit and a Construction Authorization, accordingly. Thus, best professional judgement shall not be used by the LHD for a malfunctioning EOP system. If the LHD determines that a site is unsuitable for a subsurface wastewater system in this scenario, the LHD shall submit a written report to the owner in accordance with 15A NCAC 18A .1937(m). For issuance of Notices of Violation and permanent pump and haul permits, please contact OSWP for guidance as needed. If a septic or pump tank needs replacing, or any other component outside of the nitrification field that is not considered maintenance, the LHD shall issue both an Improvement Permit and Construction Authorization but specifically state on the permit that the issuance is for the replacement of the wastewater system component only and has no impact on the nitrification field. The LHD shall not evaluate soils in the nitrification field in this scenario. A revocation is not required by law of the previously issued NOI or ATO. Additional repair area shall not be required.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 4, Modifications to G.S. 130A-336.2:

This Section amends language in G.S. 130A-336.2 by requiring the fee for an AOWE permit to be submitted with the NOI. In addition, this Section removes the requirement for a completeness review by the LHD. The fee for an AOWE permit was changed from 30% of the cumulative total of the fees established for similar systems permitted by the LHD to no more than \$35.00 for filing costs. The owner is now required to submit the ATO to the LHD but is no longer required to provide a notarized letter documenting the acceptance of the AOWE report. The owner shall only sign confirming acceptance and receipt of the AOWE report and submit this to the LHD, in addition to the AOWE's report and a copy of the operations and management program.

This Section removes the responsibility for OSWP to develop the common form for AOWE permits and transfers this responsibility to the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board.

This Section amends language in G.S. 130A-336.2(o) by only allowing an AOWE permit to be transferable to a new owner with consent of the AOWE and a contract between the AOWE and new owner.

This Section also adds new language, G.S. 130A-336.2(o1) and (o2). G.S. 130A-336.2(o1) grants authority of revocation to the AOWE that issued the AOWE permit. The AOWE may send written notice to the LHD, the owner, the LSS, the LG (if applicable), the certified contractor, and the certified water pollution control system operator (if applicable). This includes revocation of both the NOI and the ATO.

G.S. 130A-336.2(o2) allows an owner the option to submit an application to the LHD for a malfunctioning AOWE system. The LHD's responsibility is to evaluate the site as they would for a new septic system and issue both an Improvement Permit and a Construction Authorization, accordingly. Thus, best professional judgement shall not be used by the LHD for a malfunctioning AOWE system. If the LHD determines that a site is unsuitable for a subsurface wastewater system in this scenario, the LHD shall submit a written report to the owner in accordance with 15A NCAC 18A .1937(m). For issuance of Notices of Violation and permanent pump and haul permits, please contact OSWP for guidance as needed. If a septic or pump tank needs replacing, or any other component outside of the nitrification field that is not considered maintenance, the LHD shall issue both an Improvement Permit and Construction Authorization but specifically state on the permit that the issuance is for the replacement of the wastewater system component only and has no impact on the nitrification field. The LHD shall not evaluate soils in the nitrification field in this scenario. A revocation is not required by law of the previously issued NOI or ATO. Additional repair area shall not be required.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 5, Modifications to G.S. 130A-337:

This Section adds new language, G.S. 130A-337(a1), that allows an AOWE to contract with an applicant to conduct an inspection of a wastewater system installation and issue an Operation Permit, accordingly. The AOWE is required to provide written verification to the applicant that the system installation meets all of the conditions of the Improvement Permit and Construction Authorization, and the AOWE shall issue an as-built drawing with the Operation Permit that meets the standards and scale of the LHD that issued the Construction Authorization. The applicant shall submit these items to the LHD within two business days of receipt from the AOWE.

This Section also adds language to G.S. 130A-337(a1) that releases liability from the Department, the Department's authorized agents, and the LHDs from any claims attributed to the wastewater system installation. The AOWE is responsible for ensuring that the wastewater system is installed in accordance with the Construction Authorization. However, the LHD retains the responsibility for the Improvement Permit and Construction Authorization.

This Section is effective immediately.

Section 6, Modifications to G.S. 130A-343:

This Section adds new language, G.S. 130A-343(h)(1) and (h)(2), which says: (1) that any Accepted wastewater system approval be limited to the manufacturer that submitted the petition and received the Accepted status from the Commission for Public Health (CPH) and (2) that the CPH, the Department,

or any LHD may not “condition, delay, or deny the substitution of any Accepted wastewater system based on location of nitrification lines when all parts of the dispersal field can be installed within the approved initial dispersal field area while complying with all Commission rules.”

This Section is effective immediately and applies retroactively to any wastewater system approvals issued by the CPH.

Section 8.1, Modifications to G.S. 160D-1110:

This Section adds new language, G.S. 160D-1110(h1), which disallows local governments to withhold a building permit on a project when there’s no increase in design daily flow or wastewater strength to an existing wastewater system if an owner submits an on-site wastewater existing system inspection exemption affidavit. This affidavit should be submitted to the local Inspections department, not the LHD.

This affidavit must be created and distributed by the Building Code Council by October 1, 2023.

Section 9.5, Modifications to G.S. 87-97:

This Section removes G.S. 87-97(b1) which required a LHD to notify building inspections when a well permit was issued, and allowed building inspections to conduct an inspection of the trench from the well to the house without the well contractor present. This Section now allows the well contractor to cover the trench without an inspection.

This Section is effective immediately.

Section 10.1, Modifications to G.S. 90A-51 through 53 and G.S. 90A-63, Adds G.S. 90A-53.1 and 90A-53.2:

This Section adds an Environmental Health Associate (EHA) that will be allowed to permit and inspect private water wells, any Type II or III onsite wastewater system, including system layouts and existing system inspections, and inspect migrant housing. An EHA is allowed to carry out other duties in Environmental Health, also, but these listed here only affect Onsite Water Protection.

An EHA is required to attend CIT, must be authorized by the Department, and must be registered by the Board of Environmental Health Specialist Examiners. An EHA is also required to obtain continuing education each year as required by the Board.

This Section is effective May 1, 2024.

Section 12, Effective date of fees:

This Section applies to Sections 1, 3, and 4 of this Act and requires that the fees established in these Sections take effect on September 1, 2023.

Terminology Guidance:

For the sake of consistency and clarity, the following terms are recommended for use throughout the state:

Permit Type	Statutory Authority	Recommended Term
Improvement Permit	G.S. 130A-335(a2) & (a3)	(a2) Improvement Permit
Construction Authorization	G.S. 130A-335(a2) & (a5)	(a2) Construction Authorization
Notice of Intent to Construct (NOI)	G.S. 130A-336.1(b)	EOP NOI
Authorization to Operate (ATO)	G.S. 130A-336.1(m)	EOP ATO

Notice of Intent to Construct (NOI)	G.S. 130A-336.2(b)	AOWE NOI
Authorization to Operate (ATO)	G.S. 130A-336.2(m)	AOWE ATO

LHD Reporting Requirements:

All LHDs shall report all private option permitting in their monthly activity reports to the OSWP, including permits issued in accordance with G.S. 130A-335(a2). Large systems (>3,000 GPD, unreduced) and Industrial Process Wastewater systems (IPWW) shall be reported to OSWP as these system types are required to be reported to the Environmental Protection Agency (EPA).

LHDs are no longer required to send copies of NOIs and ATOs to OSWP unless they are large systems (>3,000 GPD, unreduced) or IPWW.

Common Form:

A common form has been developed by OSWP in accordance with Section 1 of Session Law 2023-90, G.S. 130A-335(a3) and (a5). This common form is to be used as the Improvement Permit and/or the Construction Authorization. This common form is not meant to be an application for permits. However, OSWP has developed an application page that, in conjunction with the common form, can serve as the application for an Improvement Permit and/or Construction Authorization. Please keep in mind that this application page is not required to be accepted by the LHD, but it is recommended for consistency statewide.

Both the common form and application page can be found at the end of this position statement and can also be found on [OSWP's website](#).

Private Permitting Quick Summary:

Private Permitting Option	Completeness Review?	Fees Allowed (compared to normal LHD fees)	Effective Date of Fee Changes	Can LHD Conduct Repairs?	Who May Conduct Final Inspection?
(a2) IP/CA	Yes – 5 days	IP: up to 100% CA: up to 40% IP+CA: up to 40%	9/1/23	Yes – as normal, CA only	LHD or AOWE
EOP	No	Up to \$35	9/1/23	Yes – no BPJ, IP+CA required	PE
AOWE	No	Up to \$35	9/1/23	Yes – no BPJ, IP+CA required	AOWE

NOTE: Position statements are policy documents intended to clarify how to interpret or enforce a law or rule. They are not enforceable on their own, but are intended to promote uniform interpretation and enforcement of the underlying law or rule.

DEPARTMENTAL MATTERS:

4.B. Health – Accept Funding from Pitt County for Data Pilot Program – Budget Amendment: Scott Harrelson

Pitt County is allocating \$23,280 of COVID-19 Public Health (PH) Workforce grant funds under the American Rescue Plan Act of 2021 (ARPA) to Craven County in order to participate in the i2i Data Pilot and establish new performance measures with a goal of creating new dashboard reports at the county level. This pilot will extract data from the Electronic Health Record (EHR) system to avoid double data entry by local staff and will provide data at a quarterly frequency rather than waiting up to two years for the information to be reported by the state.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$23,280, in order to participate in the Data Pilot program.

Board Action: Approve budget amendment in the amount of \$23,280. A roll call vote is needed.

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

BUDGET AMENDMENTS

2. Department: **HEALTH/Primary Care**

Funds received from Pitt County in order to participate in the i2i Pilot Program which will allow us to provide data at a quarterly frequency rather than waiting up to two years for the information to be reported by the state.

Date _____

Date _____

**CONTRACT FOR SERVICES
BETWEEN PITT COUNTY
AND
Craven County**

THIS AGREEMENT is made and entered into this 25th of January 2023, by and between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County") and Craven County (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County desires assistance with Statewide reporting pilot project. Five health departments have been selected to work with an IT vendor i2i on behalf of local health departments and in conjunction with the NC Department of Public Health in order to establish new performance measures, new reports pulled from various electronic health records and state databases such as the NC Immunization Registry and the NC Communicable Disease Database. The ultimate goal is to create new dashboard reports at the county level with integrated performance standards utilizing established program standards, the statewide average and the county's average. This is intended to be done by extracting data from the EHR in order to avoid double data entry by local staff and to provide data at a quarterly frequency rather than waiting up to two years for the information to be reported by the state; and

WHEREAS, Contractor possesses the expertise and experience to assist County in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference. All deliverables under this Agreement shall be delivered in a final form acceptable to County.
2. Termination for Convenience. The County or Contractor may terminate this Agreement without cause at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. In that event, all finished or unfinished materials shall, at the option of the County, become its property. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Termination for Cause. The County or Contractor may immediately terminate this Agreement with cause in the event of a breach of the terms of this Agreement by providing written notice from the terminating party to the non-terminating party. In that event, County and Contractor reserve all rights and remedies available to it under the applicable laws and regulations with respect to this Agreement.

County may terminate for cause in the event of a breach for reasons included, but not limited to, the vendor's failure to: (a) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement; (b) make any payments owed; or (c) otherwise perform in accordance with the terms of this Agreement or applicable law.

4. Regulations. While on County's property, Contractor shall comply with County's regulations, including but not limited to safety and employee relation's regulations. County will provide Contractor with all relevant regulations upon request of Contractor.

5. Term. This Agreement shall commence on the date written above and shall continue for a period of one year.

6. Payment. County shall pay Contractor at the rate of \$23,280 dollars and no cents (23,280.00) per year for services rendered under this Agreement. A year is defined as 365 days. It is understood and agreed by and between the parties that County is under no obligation to pay total fees in excess of twenty-three thousand two hundred eighty dollars and no cents (\$23,280.00) per year. Contractor shall submit an invoice detailing the number of hours worked hereunder. County shall pay such bill within forty-five (45) days of receipt. It is understood and agreed by and between the parties that Contractor will not be reimbursed for costs, including but not limited to travel expenses, associated with his services under this Agreement.

7. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

8. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

9. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees.

10. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify County from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence

committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

11. Insurance. Contractor agrees to procure and maintain, or cause to be procured and maintained, an Error and Omissions liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) per aggregate. Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law.

12. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

13. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

14. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: County Manager
1717 West 5th Street
Greenville, NC 27834

Contractor:
Craven County Health Department
2818 Neuse Blvd.
New Bern, NC 28561

Each party shall keep the other party informed of its current address at all times.

15. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party. Contractor agrees that it will comply with all applicable federal, state and local laws, rules, regulations, and ordinances in addition to those specifically noted herein.

16. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

17. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

18. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

19. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

20. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

22. Equal Opportunity Clause. The equal opportunity clause contained in 41 CFR Part 60-1.4, as amended, and implementing regulations at 41 CFR Part 60, are hereby included by reference and incorporated into this Agreement as if set forth fully herein.

23. Davis Bacon Act. As applicable, Contractor shall comply with the Davis Bacon Act, as amended, (40 USC 3141-3148) and as supplemented (29 CFR Part 5), and the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented (29 CFR Part 3).

24. Contract Work Hours and Safety Standards Act. As applicable, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented (29 CFR Part 5).

25. Rights to Inventions Made Under a Contract or Agreement. As applicable, Contractor shall comply with 37 CFR Part 401.

26. Clean Air Act and Federal Water Pollution Control Act. As applicable, Contractor shall comply with the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Act (33 USC 1251-1387) as amended, and any violations must be reported as required by law.

27. As applicable, Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

28. Debarment and Suspension. Contractor certifies that it has not been debarred, suspended, or listed on the governmentwide exclusions in the System for Award Management (SAM), Contractor certifies that he is not otherwise excluded by a federal or state government or otherwise declared ineligible under statutory or regulatory authority to enter into this Agreement.

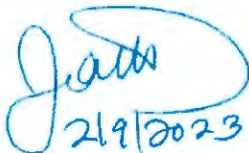
29. Byrd Anti-Lobbying Amendment. As applicable, Contractor certifies that it is in compliance with all aspects of the Byrd Anti-Lobbying Amendment (31 USC 1352) and will file the required certification.

30. Procurement of Recovered Materials. As applicable, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

31. Record Retention Requirements. As applicable, Contractor shall retain all records related to this Agreement for three (3) years after all pending matters are closed, or for such other time period as required by County or by applicable federal or state law or regulation.

32. The Parties acknowledge and agree that the County's funding source for this contract is COVID-19 PH Workforce Grant funds under the American Rescue Plan Act of 2021 (ARPA), which have been distributed to the County from North Carolina Division of Public Health (DPH) from the Centers for Disease Control and Prevention (CDC). Pursuant to the County's Agreement Addendum with DPH, there may be forthcoming "Federal Award Reporting Supplements" or "Supplements" as those terms are used in the County's Agreement Addendum with DPH. The Parties to this contract agree to act in good faith and to revise this contract, in the event it is necessary to comply with any "Federal Award Reporting Supplements" or "Supplements" as those term is used in the County's Agreement Addendum with DPH.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.


2/9/2023

Pitt County:

By: 

Contractor:

By: 

Approved as to form


County Attorney

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal
Control Act.


Finance Officer

EXHIBIT A

Contractor shall provide the following services:

1. Participate in i2i Data Pilot as described in the attached letter

DEPARTMENTAL MATTERS:

5.A. Phase I Water Meter Change Out – Budget Amendment: Dail Booth

In Fiscal Year 2022, the Board approved funds to begin changing out approximately 15,000 meters across the County's water system. The first phase of this project included the James City area, primarily focusing on meters located in the active I-42 construction zones. Due to supply chain issues, the project was delayed and not completed by June 30th. As such, staff is requesting to roll over \$394,307 remaining from last year's budget in order to finish out the work in this fiscal year.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of in the amount of \$394,307.

Board Action: Approve budget amendment in the amount of \$394,307. A roll call vote is needed.

ORIGINAL: FINANCE
DUPLICATE: DEPARTMENT

1. Fund: Water

2. Department: Water

Justification or Explanation of Change:

Budget Amendment requested to roll over funds from the original meter change out project in FY 22/23, allowing us to purchase the remaining meters needed in FY 23/24.

Department Head

Date _____

County Manager

Date _____

County Commissioners/Chairman

Date _____

Journal Entry Number

Date _____

DEPARTMENTAL MATTERS:

5.B. Phase II Water Meter Change Out – Budget Amendment: Dail Booth

As programmed in the County's 5-year Capital Improvement Plan, we continue the water meter change out project with Phase II. This phase will remain focused on additional routes in the same high traffic areas as Phase I. The replacement of current water meters will provide multiple benefits for citizens, such as increased accuracy of readings, less delays in billing, and quicker notification of leak detection. Additional benefits also include reduced water loss for the County while providing enhanced customer service.

The Board will be requested to approve a budget amendment, shown in the following document, in the amount of \$1,193,500, to install approximately 2,400 meters.

Board Action: Approve budget amendment in the amount of \$1,193,500. A roll call vote is needed.



DISTRIBUTION:

ORIGINAL: FINANCE

DUPLICATE: DEPARTMENT

2. Department: Water

[illegible]

Budget Amendment requesting funds for Phase II of the Water Meter Project for FY 23/24.

Date _____

Date _____

Date _____

Date _____

6. APPOINTMENTS

A. Pending:

Craven County Planning Board
Havelock Board of Adjustment (ETJ) (document follows)
Highway 70 Corridor Committee
Volunteer Agricultural District (District 6)

B. Current:

Nursing Home Advisory

- Linda Lelli seeks reappointment

Craven County Clean Sweep

- Tom Glasgow seeks reappointment

C. UPCOMING: Terms Expiring September

Juvenile Crime Prevention Council

- Tracy Monk

Board Action: Appointments will be effective immediately, unless otherwise specified.

PANAME	TMADDR	CITYNM	TAX:ZIP
2-2J LLC	PO BOX 249	HAVELOCK	NC 28532
ADAM, HAROLD E JR & DOREEN A	4 RUNNING BRANCH DR	HAVELOCK	NC 28532
ADKINS, WALTER CHARLES JR &	204 CRYSTAL LAKE DR	HAVELOCK	NC 28532
ALDRIDGE, LARRY W II & JESSICA L	414 KETNER BLVD	HAVELOCK	NC 28532
ALDRIDGE, RICHARD E & TAMMY LOU	925 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
ALLARD, WILLIAM R JR & ALLARD, JO A	103 RIVERSIDE DR	HAVELOCK	NC 28532
ALLEN, JESSICA LAVINIA HUDSON & LEE	100 GREEN COVE DR	HAVELOCK	NC 28532
ALLS, LARRY L & THERESA D	102 CREST DR	HAVELOCK	NC 28532
ALVAREZ, STEPHANIE AMANDA	410 KETNER BLVD	HAVELOCK	NC 28532
ANDERSON, LESTER GORDON	917 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
ANDERSON, RUSSELL DALE & AUTUMN RYA	26 RUNNING BRANCH DR	HAVELOCK	NC 28532
BAILEY, JUSTIN S & ANISHA SIMMONS	4 RAINTREE WAY	HAVELOCK	NC 28532
BAKER, ELISHA R	404 KETNER BLVD	HAVELOCK	NC 28532
BAKKER, JEFFREY ALAN	304 KETNER BLVD	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALDREE, GARY H JR & REBEKAH	102 PARKWAY LN	HAVELOCK	NC 28532
BALLARTA, REDIMTO G & LINILYN G	929 SUNSET DR	HAVELOCK	NC 28532
BAMFORD, PHILLIP R & KELLIE A	104 SUNNY DR	HAVELOCK	NC 28532
BARLOW, MELVIN J JR & TIFFANY A	202 RIVERSIDE DR	HAVELOCK	NC 28532
BARNES, JENNIFER & JOHN DANIEL	10 CHEROKEE DR	HAVELOCK	NC 28532
BARNES, JOHN DANIEL & JENNIFER JO	13 CHATTAWKA DR	HAVELOCK	NC 28532
BARNETT, JULIE ANNE	218 RIVERSIDE DR	HAVELOCK	NC 28532
BAYLISS, PAMELA K	24 CHEROKEE CIR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BEASLEY, WANDA S	228 RIVERSIDE DR	HAVELOCK	NC 28532
BECKER, JOHN J	110 SUNSET AVE	HAVELOCK	NC 28532
BELL, GENE A & SUZANNE W	PO BOX 893	HAVELOCK	NC 28532
BENEDICT, JOHN W & LILLIAN R	106 SANDY LN	HAVELOCK	NC 28532
BENTON, WILLIAM C & FELISA L	304 CHERRY BRANCH DR	HAVELOCK	NC 28532
BERGENER, LYNN O	9 CHATTAWKA DR	HAVELOCK	NC 28532
BERT, TIMOTHY M	108 SANDY LN	HAVELOCK	NC 28532
BIBB, TEKISHA &	103 SUNNY DR	HAVELOCK	NC 28532
BIBBY, DONALD FOSTER II & REBECCA	909A GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
BILLE, GEORGE A	108 MELODY LN	HAVELOCK	NC 28532
BIRCHFIELD, LORI A	2 CHEROKEE DR	HAVELOCK	NC 28532
BIRCHFIELD, ROCKY	100 RIVERSIDE DR	HAVELOCK	NC 28532
BLICKENS DERFER, THOMAS L & PATTY A	7 CHEROKEE DR	HAVELOCK	NC 28532
BLIZZARD, DEBORAH M	103 GREEN COVE DR	HAVELOCK	NC 28532
BLOXOM, EDWARD LEON & ANN	38 CHEROKEE DR	HAVELOCK	NC 28532
BOBBA, ANTHONY C & JEAN T	308 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC 28532
BONE, THOMAS G & CHRISTINE A	2 INDIAN WAY	HAVELOCK	NC 28532
BORDEAU, MARK A & MICHELLE L	601 KETNER BLVD	HAVELOCK	NC 28532
BOTHUN, JAMES D & BRENDA L	207 CREST DR	HAVELOCK	NC 28532

BOYER, SUE C	222 RIVERSIDE DR	HAVELOCK	NC	28532
BRAGG, CARROLL A & EUSTACIA A	23 CHEROKEE DR	HAVELOCK	NC	28532
BRAZELTON, ETHEL PADGETT	1000 SUNSET DR	HAVELOCK	NC	28532
BRIGHTON, TERRI L	51 CHEROKEE DR	HAVELOCK	NC	28532
BRISCOE, RAYMOND A & ANGELIA D	930 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
BRODBECK, BARBARA ANN & BRODBECK, H	111 ANN ST	HAVELOCK	NC	28532
BROTZMAN, NATHAN LYNN & MORGAN OLIV	4 WILDWOOD TRL	HAVELOCK	NC	28532
BROWN, ARTHUR & LILLIAN	91 CRYSTAL LAKE DR	HAVELOCK	NC	28532
BROWN, REGINALD C & ASHLEY P	224 RIVERSIDE DR	HAVELOCK	NC	28532
BRUNNER, ROBERT & KRISTIE	19 RUNNING BRANCH DR	HAVELOCK	NC	28532
BRYANT, PAUL J & DORIS C	109 ANN ST	HAVELOCK	NC	28532
BUCKNER, ANDREW D	120 MELODY LN	HAVELOCK	NC	28532
BUCKNER, DANIEL T & KRISTINA L	104 CREST DR	HAVELOCK	NC	28532
BUHL, JASON & KRISTEN	11 HIAWATHA LN	HAVELOCK	NC	28532
BUTTS, ROBERT WILLIAM & BARBARA	924 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CAHOON, DORATHY S	200 CRYSTAL LAKE DR	HAVELOCK	NC	28532
CALDWELL, PATRICK L II	5 CHEROKEE DR	HAVELOCK	NC	28532
CALEBRO, JOSEPH LEE	204 CREST DR	HAVELOCK	NC	28532
CALLOWAY, CHRISTOPHER H & SABRINA L	110 DEERWOOD TRL	HAVELOCK	NC	28532
CAMDEN, JOHN R & LEILANI D	100 CEDAR CREEK LN	HAVELOCK	NC	28532
CARLSON, GABRIELLE J	201 OAK RIDGE DR	HAVELOCK	NC	28532
CARTIER, ANTHONY & AMANDA	3 RUNNING BRANCH DR	HAVELOCK	NC	28532
CCJB LLC	PO BOX 436	HAVELOCK	NC	28532
CHEN, YUE X & XIU XIAN	14 CHATTAWKA DR	HAVELOCK	NC	28532
CHEN, YUE XIONG & XIU XIAN	601 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CHEN, ZHEN K & JIN Y	16 CHATTAWKA DR	HAVELOCK	NC	28532
CIESZKO, EDWARD N & VICKY T	33 CHEROKEE DR	HAVELOCK	NC	28532
CIESZKO, EDWARD NELSON & VICKI T	33 CHEROKEE DR	HAVELOCK	NC	28532
CLARK, SHIZUE HIROTA	1008 LAKE RD	HAVELOCK	NC	28532
CLARK, TERESA ANN POYTHRESS	302 KETNER BLVD	HAVELOCK	NC	28532
CLAYBORNE, JUSTIN ANDREW & CRYSTAL	28 RUNNING BRANCH DR	HAVELOCK	NC	28532
CLEARY, SAVANNAH N & MENDEZ, JIMMY	922 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
CLENDENING, ROBERT G	912 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
COLLINS, KENNETH	302 CRYSTAL LAKE DR	HAVELOCK	NC	28532
COLWELL, REUBEN & ROSALIE M	116 MELODY LN	HAVELOCK	NC	28532
COMBS, CANDICE B	14 RUNNING BRANCH DR	HAVELOCK	NC	28532
CORNWALL, WARREN J & LINDA D	119 KETNER BLVD	HAVELOCK	NC	28532
CORNWALL, WARREN J & LINDA D	119 KETNER BLVD	HAVELOCK	NC	28532
CORWIN, JESSIE	PO BOX 1235	HAVELOCK	NC	28532
CORWIN, JESSIE MARIE	PO BOX 1235	HAVELOCK	NC	28532
COX, KEVIN R & AMBER L	5 RUNNING BRANCH DR	HAVELOCK	NC	28532
CRAIG, WILLIAM F & KELLIE L	205 RIVERSIDE DR	HAVELOCK	NC	28532
CRAWFORD, WILLIAM AUGUST SR	100 SANDY LN	HAVELOCK	NC	28532
CREEL, DIANA DOLACKY	1 CHATTAWKA DR	HAVELOCK	NC	28532
DANIELS, ROGER & DEBORAH	936 SUNSET DR	HAVELOCK	NC	28532
DARGAN, JAMES J	6 RUNNING BRANCH DR	HAVELOCK	NC	28532
DAVIS, CHARLES E JR & VICKIE LYNN	114 DEERWOOD TRL	HAVELOCK	NC	28532

DAVIS, PAUL B	920 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
DEPRIMIO FAMILY REVOCABLE TRUST	625 SHADYVIEW BEACH RD	HAVELOCK	NC	28532
DESHANE, RODNEY E & DELORES D	1005 THOMAS DR	HAVELOCK	NC	28532
DESJARDINS, LARRY K & ANGELINA J	105 DEERWOOD TRL	HAVELOCK	NC	28532
DIEDERICH, BARBARA	14 CHEROKEE DR	HAVELOCK	NC	28532
DILL, JEROME & TANIA	41 CHEROKEE DR	HAVELOCK	NC	28532
DIXON, AMBER E	110 PARADISE CIR	HAVELOCK	NC	28532
DIXON, DARIN E JR	212 RIVERSIDE DR	HAVELOCK	NC	28532
DIXON, RUSSELL & LYNN SUZANNE	916 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
DIXON, TERESA L & GEORGE B JR	121 PARADISE CIR	HAVELOCK	NC	28532
DONOHUE, LISA M	310 KETNER BLVD	HAVELOCK	NC	28532
DUFRANE, ROBERT D & REGINA A	2 CHATTAWKA DR	HAVELOCK	NC	28532
DUNCAN, MICHEAL & B YVONNE	103 PARADISE CIR A	HAVELOCK	NC	28532
DUTTON, JERRY	PO BOX 1136	HAVELOCK	NC	28532
EDWARDS, KEITH A	921 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
ELDREDGE, ALISON R	108 DEERWOOD TRL	HAVELOCK	NC	28532
ELDREDGE, FREDERICK JR	109 SANDY LN	HAVELOCK	NC	28532
ENGLERT, MICHAEL W	114 MELODY LN	HAVELOCK	NC	28532
ENKEY, JOE ETHAN & CHARLENE T	205 OAK RIDGE DR	HAVELOCK	NC	28532
ERDMAN, CHRISTOPHER P & RACHEL L	104 SANDY LN	HAVELOCK	NC	28532
ERHART, DAVID JEROME & TERESA AGNES	101 ANN ST	HAVELOCK	NC	28532
EVANS HARGROVE, NATALIE M &	107 MELODY LN	HAVELOCK	NC	28532
EVANS, BARBARA ANN WAY	28 CHEROKEE DR	HAVELOCK	NC	28532
EXSUPRA LLC	200 DAVIDSON RD	HAVELOCK	NC	28532
FARREN, BENJAMIN FRANCIS & HOLLIE R	104 RIVERSIDE DR	HAVELOCK	NC	28532
FERGUSON, DIANE J & HARRY S	5 CHATTAWKA DR	HAVELOCK	NC	28532
FINTCHRE, JANETTE L	7 RUNNING BRANCH DR	HAVELOCK	NC	28532
FISCHER, CATHERINE R	43 CHEROKEE DR	HAVELOCK	NC	28532
FORD, ESTHER &	206 OAK RIDGE DR	HAVELOCK	NC	28532
FORD, KENNETH PAUL & ESTHER S	PO BOX 657	HAVELOCK	NC	28532
FOSTER, JEFFREY L & PAMELA J	21 CHEROKEE DR	HAVELOCK	NC	28532
FOX, VERONICA B	PO BOX 816	HAVELOCK	NC	28532
FRANKS, JAMES DOUGLAS	300 CREST DR	HAVELOCK	NC	28532
FRASER, KEVIN R & CELINA M	22 CHEROKEE CIR	HAVELOCK	NC	28532
FRIEDMAN, CECILIA H- TRUSTEE OF THE	112 MELODY LN	HAVELOCK	NC	28532
FULFORD, EARL PRESTON JR &	102 PARADISE CIR	HAVELOCK	NC	28532
FULLER, RALPH E	119 PARADISE CIR	HAVELOCK	NC	28532
GARCIA RUIZ, GABRIEL	101 RIVERSIDE DR	HAVELOCK	NC	28532
GASKILL, GENARA SANGRE	116 PINE GROVE RD	HAVELOCK	NC	28532
GATLIN, DONNA L & MACILROY, JOHN H	913 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
GEIER, VILAS & MARGARET E	211 DOWLING DR	HAVELOCK	NC	28532
GILLETTE, CLIFFORD D JR	48 CHEROKEE DR	HAVELOCK	NC	28532
GILLIS, KENNETH L & KATHERINE B	6 CHATTAWKA DR	HAVELOCK	NC	28532
GIRARD, ERIKA LYNN & JOHN F	103 CEDAR CREEK LN	HAVELOCK	NC	28532
GLATCH, KELLY A	100 DEERWOOD TRL	HAVELOCK	NC	28532
GRANT, LESLIE A	202 CREST DR	HAVELOCK	NC	28532
GRAY, PAMELA PALMER	303 GRAY RD	HAVELOCK	NC	28532

GRAY, WILLIAM ALFRED	107 CEDAR CREEK LN	HAVELOCK	NC	28532
GRIFFIN, GARY WAYNE	902 LAKE RD	HAVELOCK	NC	28532
GRIFFIN, WILLIAM LESLIE	902 SUNSET DR	HAVELOCK	NC	28532
GRUBBS, DANIEL WARREN	310-B LAKE RD	HAVELOCK	NC	28532
GUTIERREZ, ROSALIO MENDOZA &	915 SUNSET DR LOT D	HAVELOCK	NC	28532
GWYTHYR, RALPH H	112 SUNSET AVE	HAVELOCK	NC	28532
HAAS, KAREN	109 LAKESIDE DR	HAVELOCK	NC	28532
HAAS, KARL WALTER & AIKO	101 CRYSTAL LAKE DR	HAVELOCK	NC	28532
HAMRIC, MICHAEL H & BRENNAN K HUDSON	101 GREEN COVE DR	HAVELOCK	NC	28532
HAMRICK, TIMOTHY B & LEDESMA A	101 SANDY LN	HAVELOCK	NC	28532
HARDY, KIM L	107 GRAY RD	HAVELOCK	NC	28532
HERNANDEZ, CRUZBERTO M & MARIA R	403 KETNER BLVD	HAVELOCK	NC	28532
HERNANDEZ, MARTIN	306 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
HESSEN, SHAUN J	1050 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
HILFIGER, JERNNIE L	200 SHIPMAN RD APT H60	HAVELOCK	NC	28532
HOLT, GWEN S	105 SUNNY DR	HAVELOCK	NC	28532
HONAKER, GEORGE R & EVA KATHRIN	5 WILDWOOD TRL	HAVELOCK	NC	28532
HOPKINS, STEPHEN W	109 RIVERSIDE DR	HAVELOCK	NC	28532
HUBBARD, DAVID DOIL SR	124 MELODY LN	HAVELOCK	NC	28532
HUFFMAN, SHELBY JEAN	106 MELODY LN	HAVELOCK	NC	28532
HUGHES, HENRY	100 CRYSTAL LAKE DR	HAVELOCK	NC	28532
HUSICK, JOSEPH M & LOUISE IRENE	3 CHATTAUKA DR	HAVELOCK	NC	28532
HYLAND, BRUCE ALAN & SANDRA BUCK	200 RIVERSIDE DR	HAVELOCK	NC	28532
INGRAM, CHARLES D & MARINELA HOREZ	37 CHEROKEE DR	HAVELOCK	NC	28532
IPOCK, TIMOTHY M	402 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
IVEY, JAMES W & VIRGINIA C	110 SANDY LN	HAVELOCK	NC	28532
JACKSON IRREVOCABLE TRUST-JOHN	PO BOX 249	HAVELOCK	NC	28532
JACKSON, FRANK R	401 KETNER BLVD	HAVELOCK	NC	28532
JACKSON, JOHN A & JACKSON, BARBARA	PO BOX 249	HAVELOCK	NC	28532
JAMES, BETTY NORVILLE	216 RIVERSIDE DR	HAVELOCK	NC	28532
JARMAN, RANDY E & BRENDA G	609 GRAY DR	HAVELOCK	NC	28532
JARMEN, RANDY & BRENDA	609 GRAY DR	HAVELOCK	NC	28532
JENKINS, SHEILA DAWN & THOMPSON,	900C SUNSET DR	HAVELOCK	NC	28532
JIMENEZ, BRIAN & HOLLY	603 KETNER BLVD	HAVELOCK	NC	28532
JOHNSON, SHIARIEL D	107 SANDY LN	HAVELOCK	NC	28532
JOHNSTON, JOHNNIE & AGATHA ROBINSON	940 SUNSET DR	HAVELOCK	NC	28532
JONES, DALE E & JERI	13 RUNNING BRANCH DR	HAVELOCK	NC	28532
JUST-N-CASE RENTALS LLC	408 W MAIN ST	HAVELOCK	NC	28532
KEECH, LEWIS R & RHONDA P	9 HIAWATHA LN	HAVELOCK	NC	28532
KIDNEY, JENNIFER D	218 KETNER BLVD	HAVELOCK	NC	28532
KING, JULIE LYNN	904 SUNSET DR	HAVELOCK	NC	28532
KIRALY, KENNETH JOHN	1003B THOMAS DR	HAVELOCK	NC	28532
KLING, HARRY A	106 RIVERSIDE DR	HAVELOCK	NC	28532
KORNAHRENS, WILLIAM J & SUSAN G	202 GRAY RD	HAVELOCK	NC	28532
LAFFERTY, LAWRENCE D & ANITA H	1 CHEROKEE DR	HAVELOCK	NC	28532
LAZARUK, CASEY J	206 RIVERSIDE DR	HAVELOCK	NC	28532
LIVINGSTONE, WAYNE A	112 DEERWOOD TRL	HAVELOCK	NC	28532

LIVRERI, JOHN L	113 PARADISE CIR	HAVELOCK	NC	28532
LOZANO, JESS JR & LINDA T	102 RIVERSIDE DR	HAVELOCK	NC	28532
LUZADDER, DAVID M & KATHLEEN E	948 SUNSET DR	HAVELOCK	NC	28532
LUZADDER, JAN	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, MARY ANNE	948 SUNSET DR	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	509 US HIGHWAY 70 W	HAVELOCK	NC	28532
LUZADDER, WILLIAM L	3 INDIAN WAY	HAVELOCK	NC	28532
LUZADDER, WILLIAM L & JAN	3 INDIAN WAY	HAVELOCK	NC	28532
LYONS, STEPHEN W & VALERIE J	7 WILDWOOD TRL	HAVELOCK	NC	28532
MACAFEE, JANICE N	301 GRAY RD LOT C	HAVELOCK	NC	28532
MAISONET, SHEILA & RAYMOND	110 MELODY LN	HAVELOCK	NC	28532
MAJCHRZAK, CHARLES G JR	11 CHEROKEE DR	HAVELOCK	NC	28532
MALDONADO, JORDON & MIRANDA SMITH	918 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MALLADY, MARTIN H & LOU ANN	1 WILDWOOD TRL	HAVELOCK	NC	28532
MAREK, JONATHAN M	103 DEERWOOD TRL	HAVELOCK	NC	28532
MARKLEY, JAMES RUSSELL HRS	105 SANDY LN	HAVELOCK	NC	28532
MARSHALL, NICHOLAS ALEXANDER &	119 RIVERSIDE DR	HAVELOCK	NC	28532
MARTIN, ALICE B	605 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MARTIN, CHARLES D & ERIN L	113 RIVERSIDE DR	HAVELOCK	NC	28532
MARTIN, DAKOTA J	408 KETNER BLVD	HAVELOCK	NC	28532
MARTIN, SCOTT J & SHANNAN	201 MELODY LN	HAVELOCK	NC	28532
MARTIN, TRAVIS W & DAWN R	104 SUNSET AVE	HAVELOCK	NC	28532
MARTINEZ, ALBERTO & STACY CAROLYN	404 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MATTERS, DOUGLAS EUGENE &	126 MELODY LN	HAVELOCK	NC	28532
MAXIK, BARBARA J	301 KETNER BLVD	HAVELOCK	NC	28532
MCCAIN, WAYNE	300 KETNER BLVD	HAVELOCK	NC	28532
MCCARTHY, THOMAS W & LINDA E	93 CRYSTAL LAKE DR	HAVELOCK	NC	28532
MCCLELLAND, BRUCE LEE	211 GROVE LN	HAVELOCK	NC	28532
MCCLENTON, DONNELL J	205 CREST DR	HAVELOCK	NC	28532
MCCORMICK, EDGAR LOUIS & SANDRA	503 KETNER BLVD	HAVELOCK	NC	28532
MCDONALD, WILLIAM D & PERI	113 LAKESIDE DR	HAVELOCK	NC	28532
MCDONOUGH, PATRICK M &	42 CHEROKEE DR	HAVELOCK	NC	28532
MCLEAN, DOUGLAS WILLIAM & BETTY L	103 PARADISE CIR	HAVELOCK	NC	28532
MCPMAHON, STEVEN	15 RUNNING BRANCH DR	HAVELOCK	NC	28532
MEADOWS, PAUL G JR & CAROL P	102 ANN ST	HAVELOCK	NC	28532
MEADOWS, PAUL G JR & CAROL P	102 ANN ST	HAVELOCK	NC	28532
MELVIN, NANCY S	47 CHEROKEE DR	HAVELOCK	NC	28532
MESSMER, MAX ERHARD JR &	201 PULLEY RD	HAVELOCK	NC	28532
MIDDLETON, GWENDOLYN GRACE	900 SUNSET DR	HAVELOCK	NC	28532
MIKUL, REUBEN P & KATHY M	906 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MOELLMER, SCOTT EDWARD & PATRICIA	103 SANDY LN	HAVELOCK	NC	28532
MONTGOMERY, HOWARD J & VERONICA L	910 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
MULLINEX, JOHN E & CORWIN, JESSIE	214 RIVERSIDE DR	HAVELOCK	NC	28532

MURRELL, BRUTA LETRELLE &	118 MELODY LN	HAVELOCK	NC	28532
MYERS, DARLENE JOAN	3 CHEROKEE DR	HAVELOCK	NC	28532
NAGUNST, MICHAEL C & CYNTHIA R	107 RIVERSIDE DR	HAVELOCK	NC	28532
NEWTON, JUDITH E	23 CHEROKEE CIR	HAVELOCK	NC	28532
NEWTON, TIMOTHY S & PENNY A	16 RUNNING BRANCH DR	HAVELOCK	NC	28532
NIBERT, CHRISTOPHER	17 CHATTAWKA DR	HAVELOCK	NC	28532
NORRIS, GEORGE T JR & LAURA &	1030 BELANGIA RD	HAVELOCK	NC	28532
ODLE, GARY & KAREN M CONROY	1 HIAWATHA LN	HAVELOCK	NC	28532
OKONEK, KATHLEEN MARY	PO BOX 1530	HAVELOCK	NC	28532
OLKOWSKI, BETSY L & DENTON, YVONNE	10 CHATTAWKA DR	HAVELOCK	NC	28532
OLSON, ANNA MERRILL	101 CEDAR CREEK LN	HAVELOCK	NC	28532
ORTIZ, RAYMOND ARTHUR SR & MARIE A	6 CHEROKEE DR	HAVELOCK	NC	28532
OVIEDO, CHRISTOPHER ALEXANDER &	310 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PALMER, JACKALEE S	912A GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PALMER, JEFFREY S	911 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PARATO, JAMES S	114 KETNER BLVD	HAVELOCK	NC	28532
PARMELEE, LONDON &	210 RIVERSIDE DR	HAVELOCK	NC	28532
PAUL, LARRY S JR & NANCY C	PO BOX 1062	HAVELOCK	NC	28532
PAUL, MATTHEW A & TIVIA M	110 SUNSET AVE	HAVELOCK	NC	28532
PENDERGAST, ROBERT K & PHYLLIS	909 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
PERETIK, TIMOTHY W & SHARON K	201 RIVERSIDE DR	HAVELOCK	NC	28532
PETERS, MICHAEL T & FRANCES A	209 KETNER BLVD	HAVELOCK	NC	28532
PETERS, STEPHANIE L	207 KETNER BLVD	HAVELOCK	NC	28532
PIERZCHALA, FREDERICK A	100 PARADISE CIR	HAVELOCK	NC	28532
POPE, WALTER CURTIS III & TANYA	104 LAKESIDE DR	HAVELOCK	NC	28532
PRAPUOLENIS, KAZIMIERAS LEONAS &	203 RIVERSIDE DR	HAVELOCK	NC	28532
PREBEHALLA, STEPHEN S & WATERS,	6 WILDWOOD TRL	HAVELOCK	NC	28532
RATLIFF, HERMOGENA H	111 PARADISE CIR	HAVELOCK	NC	28532
READ, DOROTHY CARROLL	103 CRYSTAL LAKE DR	HAVELOCK	NC	28532
REPASS, JUDY C	915 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
RESCH, STEPHEN B & MARY LOU FORSTER	220 RIVERSIDE DR	HAVELOCK	NC	28532
RICE, RICHARD G	26 CHEROKEE DR	HAVELOCK	NC	28532
RICE, WILLIAM T & JACQUELINE A	100 CREST DR	HAVELOCK	NC	28532
RICHARDS, ULICE W & DORIS L	700 BELLTOWN RD	HAVELOCK	NC	28532
RICHARDS, ULICE WALDO	600 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
RIOS, JERRY C & LYDIA V	107 PARADISE CIR	HAVELOCK	NC	28532
RIVERA, JESSE & KRISTI SHOLL	35 CHEROKEE DR	HAVELOCK	NC	28532
ROBINSON, CHASE ALEXANDER	107 SUNSET AVE	HAVELOCK	NC	28532
RODRIGUEZ, MARCIAL F & HARDISON,	111 SANDY LN	HAVELOCK	NC	28532
ROSARIO, JOSE LUIS	105 CEDAR CREEK LN	HAVELOCK	NC	28532
RUANE, MARTIN J JR & LOUISE A	3 HIAWATHA LN	HAVELOCK	NC	28532
RUNNE, SHAWN G & SHANNON L	1 RAINTREE WAY	HAVELOCK	NC	28532
RUSSELL, BRIAN DAMON & ANGELA	308 KETNER BLVD	HAVELOCK	NC	28532
RUSSELL, MATTHEW T	107 DEERWOOD TRL	HAVELOCK	NC	28532
RUSSELL, WILLIAM M JR & WILLERINE T	204 RIVERSIDE DR	HAVELOCK	NC	28532
SAGASER, MICHAEL BERNARD & LANA	32 CHEROKEE DR	HAVELOCK	NC	28532
SALTER, MARTHA HYATT	102 PULLEY RD	HAVELOCK	NC	28532

SALTER, MARTHA HYATT	102 PULLEY RD	HAVELOCK	NC	28532
SANBORN, KATIE MICHELLE	605 GRAY DR	HAVELOCK	NC	28532
SANDERSON, DELBERT CARL JR	502 JOYNER DR	HAVELOCK	NC	28532
SANDERSON, DELBERT CARL JR	502 JOYNER DR	HAVELOCK	NC	28532
SANDLIN, BETTINA B & LOUIS M	903 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SANDLIN, JERRY B SR & SANDLIN,	903 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SCHMIDT, GEORGE T & DEANNA J	111 DEERWOOD TRL	HAVELOCK	NC	28532
SCHULTZ, GWENDOLYN A - TRUSTEE OF	105 LAKESIDE DR	HAVELOCK	NC	28532
SCHWARZ, FRANK W JR	115 PARADISE CIR	HAVELOCK	NC	28532
SCOTT, CAMERON & RAELYNN	27 CHEROKEE DR	HAVELOCK	NC	28532
SHAPIRO, CHRISTOPHER A & FIONA M	118 DEERWOOD TRL	HAVELOCK	NC	28532
SHAW, CHRISTOPHER H & MARY R	20 CHATTAWKA DR	HAVELOCK	NC	28532
SIMMONS, JOHN W & LISA M	106 DEERWOOD TRL	HAVELOCK	NC	28532
SITEK, KRISTEN JULIA	104 MELODY LN	HAVELOCK	NC	28532
SKERRY, LEWIS MILES III &	105 PARADISE CIR	HAVELOCK	NC	28532
SMALL, MICHAEL D & JENNIFER M	25 CHEROKEE DR	HAVELOCK	NC	28532
SMITH, SHIRLEY R	907 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
SORENSEN, SARAH	604 GRAY DR	HAVELOCK	NC	28532
SPARKS, LARRY E & PATRICIA A	208 RIVERSIDE DR	HAVELOCK	NC	28532
STALLINGS, CHARLES EDWARD	1009 THOMAS DR	HAVELOCK	NC	28532
STEADMAN, JAMES P & MARY LYNN J	18 CHATTAWKA DR	HAVELOCK	NC	28532
STEKLENBURG, KEVIN M & AMANDA M	102 OAK RIDGE DR	HAVELOCK	NC	28532
STOKES, ALICE	104 CRYSTAL LAKE DR	HAVELOCK	NC	28532
STOKES, MICKEY A & PATSY H	105 ANN ST	HAVELOCK	NC	28532
STONE, BARBER TERRELL	101 MELODY LN	HAVELOCK	NC	28532
STONER, MARGARET ANN	109 PARADISE CIR	HAVELOCK	NC	28532
STRUNK, CHARLES E JR & GLENDA SMITH	906 LAKE RD APT A	HAVELOCK	NC	28532
SYKES, MARION P & GWEN C	103 MELODY LN	HAVELOCK	NC	28532
TANKSON, DONNA SUE ET AL	127 MORRIS CT	HAVELOCK	NC	28532
TERHUNE, WILLIAM G & TERHUNE,	104 E BRIDLE LN	HAVELOCK	NC	28532
THIRD, SHANE A & JESSICA S	100 LAKESIDE DR	HAVELOCK	NC	28532
THOM, MATHEW	8 RUNNING BRANCH DR	HAVELOCK	NC	28532
THOMPSON, JOHN B III & KRISTINA A	53 CHEROKEE DR	HAVELOCK	NC	28532
THOMPSON, ROY L	226 RIVERSIDE DR	HAVELOCK	NC	28532
THORNTON, EUGINA W	106 PARADISE CIR	HAVELOCK	NC	28532
THURSTON, GWEN & JOSHUA & SIMMONS,	9 WILDWOOD TRL	HAVELOCK	NC	28532
THURSTON, MATTHEW R & KAYLA N	49 CHEROKEE DR	HAVELOCK	NC	28532
THURSTON, RANDY J & SHERON D	46 CHEROKEE DR	HAVELOCK	NC	28532
TIPTON, FREDDIE M	109 DEERWOOD TRL	HAVELOCK	NC	28532
TIVNAN, DAVID ARLIN & MARY QUILBAN	103 MAGNOLIA MILL PL	HAVELOCK	NC	28532
TOBIN, JAMES P & SONYA S	904 LAKE RD	HAVELOCK	NC	28532
TOMCO, JONATHAN	908 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
TORNES, VINCENT J & SANDRA W	24 RUNNING BRANCH DR	HAVELOCK	NC	28532
TRADER, HUGH ALLEN & ROBBINS,ROBERT	602 LAKE RD	HAVELOCK	NC	28532
TURNER, SHAWN M & ASHLEY D DENNY	100 OAK RIDGE DR	HAVELOCK	NC	28532
UNGACTA, ROLAND & LYDIA	8 CHEROKEE DR	HAVELOCK	NC	28532
VASQUEZ, KURT	3 RAINTREE WAY	HAVELOCK	NC	28532

VEASEY, DALE C JR &	112 PARADISE CIR	HAVELOCK	NC	28532
VELA, CHERYL KAY GWINN	303 KETNER BLVD	HAVELOCK	NC	28532
WAGNER, JENNIFER	302 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
WAGNER, SHANE L & JENNIFER L	2 WILDWOOD TRL	HAVELOCK	NC	28532
WAIAU, EKEWAKA S & LISA A	117 PARADISE CIR	HAVELOCK	NC	28532
WASKO, FRANCIS J & GWEN L	211 KETNER BLVD	HAVELOCK	NC	28532
WATSON, ALAN & DAWN LYNN	116 DEERWOOD TRL	HAVELOCK	NC	28532
WEARS, PAUL ANTHONY & ANNETTE D	203 OAK RIDGE DR	HAVELOCK	NC	28532
WEBER, JEFFREY C & DONNA M	5 HIAWATHA LN	HAVELOCK	NC	28532
WEINMANN, JASON &	9 RUNNING BRANCH DR	HAVELOCK	NC	28532
WETHERINGTON, A D HRS	1675 TINY BRYAN RD	HAVELOCK	NC	28532
WETHERINGTON, REXFORD LEO JR	PO BOX 1199	HAVELOCK	NC	28532
WETHERINGTON, REXFORD LEO JR	PO BOX 1199	HAVELOCK	NC	28532
WETHERINGTON, TIMOTHY J & ASHLEY M	107 SUNNY DR	HAVELOCK	NC	28532
WETZEL, CAROL K TRUSTEE	306 MACDONALD BLVD	HAVELOCK	NC	28532
WHITE, DONALD WESLEY & PATRICIA ANN	8 WILDWOOD TRL	HAVELOCK	NC	28532
WHITE, MICHAEL & BETTY B	106 SUNNY DR	HAVELOCK	NC	28532
WICHTL, RICHARD V	202 CRYSTAL LAKE DR	HAVELOCK	NC	28532
WILDER, ALONZO R & STACEY, HEATHER	505 KETNER BLVD	HAVELOCK	NC	28532
WILLIAMS, TREVA A	12 CHATTAWKA DR	HAVELOCK	NC	28532
WILSON, VIVIAN E	1102 LAKE RD	HAVELOCK	NC	28532
WINDHAM, WILLIAM	102 CRYSTAL LAKE DR	HAVELOCK	NC	28532
WOLF, ELLEN E & GREGORY F	904 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
WOODRUFF, MICHAEL O & ELIZABETH N	900 SUNSET DR # C	HAVELOCK	NC	28532
WOODRUFF, MICHAEL O & ELIZABETH N	900 SUNSET DR # C	HAVELOCK	NC	28532
YEAGER, PAULA	207 RIVERSIDE DR	HAVELOCK	NC	28532
ZALDIVAR-ZAVALA, SERGIO	919 GREENFIELD HEIGHTS BLVD	HAVELOCK	NC	28532
ZAVALA, ARMANDO M	101 DEERWOOD TRL	HAVELOCK	NC	28532
ZIMMER, KIMBERLY BETH	44 CHEROKEE DR	HAVELOCK	NC	28532

**7.A. COUNTY ATTORNEY'S REPORT – Initial Offer to Purchase Real Property –
5491 Adams Creek Road (Parcel 5-020-001): Arey Grady**

The County has received an offer in the amount of \$3,000 for this real property, which was acquired through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,612.42. The tax value of this property is \$16,000. Copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process are shown in the following documents.

Should the Board of Commissioners approve this transaction, the proposed resolution (shown in the following document) should be adopted, which will in turn authorize advertisement for upset bids. Once the upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County owns certain real property identified as Tax Parcel Number 5-020-1001 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3764, Page 0183 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County has received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the Craven County Board of Commissioners is authorized to sell Craven County's interest in real property pursuant to North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY THAT:

1. The Craven County Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS 21st DAY OF AUGUST, 2023.

JASON R. JONES, Chairman, Craven County
Board of Commissioners

(County Seal)

NAN HOLTON, Clerk to the Craven County
Board of Commissioners

OFFER TO PURCHASE AND CONTRACT

RENE LEAL and DESIREE LEAL, husband and wife, (herein "Buyer") hereby offer to purchase and **CRAVEN COUNTY, (herein "Seller")**, upon acceptance of said offer, agrees to sell and that parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property which is the subject of this contract is described as follows:
Street Address: 5491 Adams Creek Road
Tax Parcel ID Number: 5-020-1001
Deed Book 3764, Page 0183
2. **PURCHASE PRICE:** The purchase price is **\$3,000.00** and shall be paid as follows:
(a) **\$500.00** EARNEST MONEY DEPOSIT by ☐ **certified bank check** ☐ **money order** (payable to: Craven County) with this offer to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
(b) **\$2,500.00** BALANCE of the purchase price in cash or readily available funds at Closing.
3. **CONDITIONS:** The Property is being sold subject to all liens and encumbrances of record, if any; the Property is being conveyed "as is"; this contract is subject to the provisions of G.S. §160A-269; Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith; Seller makes no warranty or representation as to any characteristic of the Property or its suitability for any particular use; Buyer shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller.
4. **SPECIAL ASSESSMENTS:** Buyer shall take title subject to all pending assessments, if any.

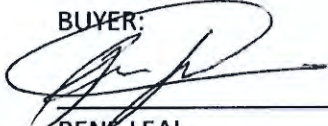
Buyer's Initials: DL / RSL

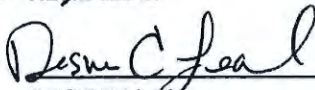
5. **PAYMENT OF TAXES:** Any Ad valorem taxes assessed against the Property shall be paid in their entirety by Buyer, without proration.
6. **EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for any excise tax (revenue stamps) required by law. Buyer shall be responsible for all other expenses incurred hereunder.
7. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and take such action necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval is given by the Craven County Board of Commissioners pursuant to G.S. §160A-269. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
8. **Title:** The deed is to be made to Buyer. Title shall be delivered at Closing by **QUITCLAIM DEED.**
9. **POSSESSION:** Possession shall be delivered at Closing
10. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of Buyer and Seller, and their respective heirs, successors and assigns.
12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

Buyer's Initials: DCL / RSL

14. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller. This contract is executed by each party in such form as to be binding.

BUYER:

 (SEAL)
RENE LEAL

 (SEAL)
DESIREE LEAL

SELLER:

CRAVEN COUNTY

By: _____ (SEAL)
Chairman,
Craven County Board of Commissioners

Date signed: 8/3/2023

Date signed: _____

Address of Buyer:

5735 Phelps Circle
Winston Salem, NC 27105

Telephone number of Buyer:

336-259-4033

Email of Buyer:

desiree.celeste@yahoo.com

Buyer's Initials: DCL / RSL

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 6/19/2023 at 10:17:36 AM

PARCEL ID : 5-020 -1001

Owner :	CRAVEN COUNTY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	5491 ADAMS CREEK RD		
Subdivision :			
Property Description :	LOT B HERBERT GOODING S/D		
Assessed Acreage :	0.59		
Deed Book Page :	3764 0183	Deed Recording Date :	5 18 2023
Land Value :	\$16,000	Recorded Survey :	G - 20 - A
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$16,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :		Fire Tax District :	TOWNSHIP 5
Drainage District :		Lot Dimension :	
Special District :		Land Use :	RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
5/18/2023 3764-0183	RUSSELL, LUCILLE	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000
11/14/1996 1540-0846	GOODING, HERBERT	RUSSELL, LUCILLE	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.

MT
3

(2)

Doc No: 10112589 Page 1 of 3
DocType: DEED
Recorded: 05/18/2023 08:31:39 AM
Fee: \$26.00 Revenue Tax: \$6.00
Craven County North Carolina
Sherri B. Richard, Register of Deeds
BK 3764 PG 183 - 185 (3)

✓ Prepared by and return to:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$6.00
Parcel ID #: 5-020-1001
Type of Instrument: DEED
Primary Residence of
Grantor: No

Address of Grantor: 244-A Craven Street, New Bern, N.C. 28560

Address of Grantee: 406 Craven Street, New Bern, N.C. 28560

THIS DEED, made this 18th day of May, 2023, by and between **JILL R. QUATTLEBAUM**, in her capacity as Commissioner as hereinafter stated (referred to herein as "Grantor"), to **Craven County** (referred to herein as "Grantee"), is as follows:

WHEREAS, Grantor, being empowered and directed by a judgment entered in an action appearing in file # 22-CVD-1273 in the Office of the Clerk of Superior Court of Craven County, North Carolina, did, after due advertisement according to law, and as directed by said judgment, publicly sell the property herein conveyed; and,

WHEREAS, Grantor duly reported the aforesaid sale and, after the expiration of all applicable upset bid periods, Grantee became the final and highest bidder in such public sale for the amount of \$2,612.42; and,

WHEREAS, Grantor executes and delivers this deed for the purpose of conveying title to the real property herein described, as required pursuant to the aforesaid judgment.

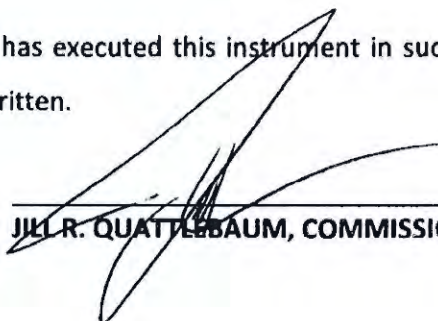
WITNESSETH NOW THEREFORE, Grantor in consideration of the bid amount above-referenced and other good and valuable consideration paid by Grantee to Grantor, the receipt of

which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, in fee simple forever, subject to the herein mentioned encumbrances, if any.

Grantor makes no warranties or representations as to title to the real property hereby conveyed.

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.



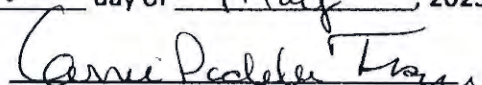
JILL R. QUATTLEBAUM, COMMISSIONER (SEAL)

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that **JILL R. QUATTLEBAUM, COMMISSIONER**, personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of May, 2023.

My Commission Expires:



NOTARY PUBLIC

December 8, 2025

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

Book 3764
Page 184

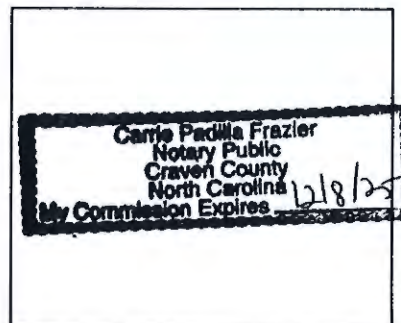


Exhibit A

sk 1540 pg 848

LEGAL DESCRIPTION LOT 2-B

BEING IN CRAVEN COUNTY, AND IN TOWNSHIP NUMBER FIVE(5), AND IN THE MINOR SUBDIVISION FOR HERBERT GOODING:

STARTING AT A P.N. NAIL IN THE CENTERLINE OF S.R.1703 (BELANGIA ROAD) AND THE WEST EDGE OF S.R.1700 (ADAMS CREEK ROAD). THENCE NORTH 57 DEGREES 17 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 2611.75 FEET TO A IRON PIPE, THE SOUTH MOST CORNER OF LOT 2-A AND THE WEST RIGHT OF WAY OF S.R.1700; THENCE RUNNING WITH SAID RIGHT OF WAY AND LOT 2-A NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 302.86 FEET TO A IRON PIPE, BEING THE POINT OF BEGINNING OF LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A ; THENCE WITH AFORESAID POINT OF BEGINNING OF 2-B NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 252.76 FEET TO A IRON PIPE; THENCE NORTH 41 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 100.42 FEET TO A IRON PIPE; THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST TO A IRON PIPE AND THE RIGHT OF WAY OF S.R.1700 , ALSO BEING THE POINT OF BEGINNING FOR THE SEWER EASEMENT ACROSS LOT 2-C; THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF LOT 2-B. SAID LOT CONTAINS 0.59 ACRE OF LAND PLUS OR MINUS.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-A THAT WOULD BE A AUGMENTING EASEMENT FOR 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING FOR LOT 2-B, AND THE SEWER EASEMENT ACROSS LOT 2-A, RUNNING WITH THE RIGHT OF WAY OF S.R.1700 AND A LINE 10.00 FEET TO THE RIGHT OF WAY AND PARALLELING THE FOLLOWING COARSE CREATING THE SEPTIC FIELD AREA ALSO CREATING A 10.00 FOOT WORKING AREA FOR REPAIRS SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 64.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT; THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 64.00 FEET TO THE LOT LINE OF 2-B AND THE END OF THE 10.00 FOOT WORK AREA; THENCE TO THE POINT OF BEGINNING OF LOT 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 81.00 FEET . SAID EASEMENT CONTAINS 0.12 ACRE MORE OR LESS INSIDE THE AREA OF LOT 2-A.

DESCRIPTION OF SEWER EASEMENT IN LOT 2-C THAT WOULD BE AN AUGMENTING EASEMENT FOR LOT 2-B OF THE MINOR SUBDIVISION FOR HERBERT GOODING.

BEGINNING AT THE AFORESAID POINT OF BEGINNING OF THE SEWER EASEMENT ACROSS LOT 2-C AND WITH THE RIGHT OF WAY OF S.R.1700 AT THE SAME TIME CREATING A LINE 10.00 FEET LEFT OF AN PARALLEL WITH SAID RIGHT OF WAY AND FOLLOWING COARSE MAKING THE EDGE OF SEPTIC REPAIR AREA AND A 10.00 FEET WORK AREA, NORTH 47 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 80.25 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 81.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 80.25 FEET TO A POINT IN LOT LINE 2-B, AND THE END OF A TEN FOOT WORK AREA; THENCE WITH LOT LINE OF 2-B SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING OF SEWER EASEMENT. SAID EASEMENT CONTAINS 0.15 ACRE PLUS OR MINUS ACROSS LOT 2-C.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. THE SEWER EASEMENT SHALL BE GRANTED TO LOT 2-B AND SHALL BE CONTINUOUS UNTIL SUCH TIME THAT THE HOUSE ON LOT 2-B IS CONNECTED TO PUBLIC SEWER SERVICES, THEN AND ONLY THEN SHALL SAID SEWER EASEMENTS BE VOIDED.

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Page 185



Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on June 19, 2023 at 11:46:08 AM
Meeting Date: August 21, 2023

1 inch = 172 feet

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**7.B. COUNTY ATTORNEY'S REPORT – Approval of Conveyance After Expiration of Upset Bid Period – 5200 Adams Creek Road (Parcel 5-021-036):
Arey Grady**

The County previously received and approved an offer to purchase this real property, in the amount of \$3,500, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$3,500. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,500. The County originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,612.41. The tax value of this property is \$16,000.

Should the Board of Commissioners authorize this transaction, the resolution, shown in the following document, should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel 5-021-036 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3764 Page 0180 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real Property to the successful bidder and to convey its interest in said property by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY THAT:

Section 1. The last and highest bid of Wawarth, LLC in the sum of \$3,500.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS 21st DAY OF AUGUST, 2023.

(County Seal)

JASON R. JONES, Chairman

NAN HOLTON,
Clerk to the Board

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 6/19/2023 at 10:14:07 AM

PARCEL ID : 5-021 -036

Owner :	CRAVEN COUNTY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	5200 ADAMS CREEK RD		
Subdivision :			
Property Description :	LT 3 WERTHWEIN SUB		
Assessed Acreage :	0.452	Deed Recording Date :	5 18 2023
Deed Book Page :	3764 0180	Recorded Survey :	B - 265 -
Land Value :	\$16,000	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$16,000	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	TOWNSHIP 5
City Name :		Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
5/18/2023 3764-0180	RUSSELL, LUCILLE	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000

Buildings or improvements where not found on this parcel.

Thut
3

①

✓ Prepared by and return to:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$6.00
Parcel ID #: 5-021-036
Type of Instrument: DEED
Primary Residence of
Grantor: No

Address of Grantor: 244-A Craven Street, New Bern, N.C. 28560

Address of Grantee: 406 Craven Street, New Bern, N.C. 28560

THIS DEED, made this 18th day of May, 2023, by and between **JILL R. QUATTLEBAUM**, in her capacity as Commissioner as hereinafter stated (referred to herein as "Grantor"), to **Craven County** (referred to herein as "Grantee"), is as follows:

WHEREAS, Grantor, being empowered and directed by a judgment entered in an action appearing in file # 22-CVD-1273 in the Office of the Clerk of Superior Court of Craven County, North Carolina, did, after due advertisement according to law, and as directed by said judgment, publicly sell the property herein conveyed; and,

WHEREAS, Grantor duly reported the aforesaid sale and, after the expiration of all applicable upset bid periods, Grantee became the final and highest bidder in such public sale for the amount of \$2,612.41; and,

WHEREAS, Grantor executes and delivers this deed for the purpose of conveying title to the real property herein described, as required pursuant to the aforesaid judgment.

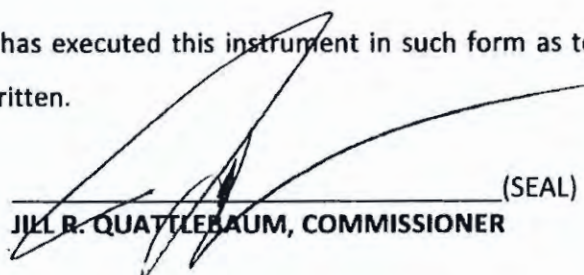
WITNESSETH NOW THEREFORE, Grantor in consideration of the bid amount above-referenced and other good and valuable consideration paid by Grantee to Grantor, the receipt of

which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, in fee simple forever, subject to the herein mentioned encumbrances, if any.

Grantor makes no warranties or representations as to title to the real property hereby conveyed.

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.



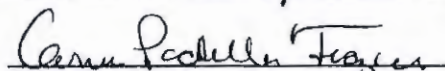
JILL R. QUATTLEBAUM, COMMISSIONER (SEAL)

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that **JILL R. QUATTLEBAUM, COMMISSIONER**, personally appeared before such Notary Public this day in the State of North Carolina and County of Craven and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this ^{4th} 19 day of May, 2023.

My Commission Expires:

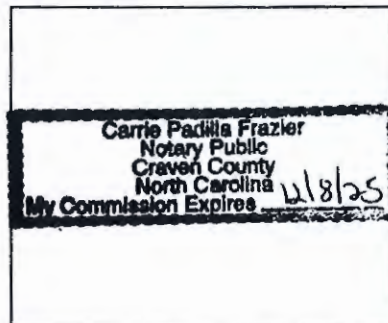


NOTARY PUBLIC

December 8, 2025

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

Book 3764
Page 181





1 inch = 172 feet
Page 83 of 91



Prepared by:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C. 28560

Revenue Stamps: \$0
Parcel ID #: 5-021-036
Type of Instrument: QCD
Primary Residence of
Grantor: No

Return to: 1057 Foster City Boulevard, Suite D, Foster City, CA 94404

Address of Grantor: 406 Craven Street, New Bern, NC 28560

Address of Grantee: 1057 Foster City Boulevard, Suite D, Foster City, CA 94404

THIS DEED, made this ____ day of August, 2023, from **CRAVEN COUNTY** (referred to herein as "Grantor") to **WAWARTH, LLC** (referred to herein as "Grantee"), is as follows:

WITNESSETH that Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and quitclaim to Grantee the real property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said real property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid described real property and all privileges and appurtenances thereunto belonging to the Grantee, forever free and discharged from all right, title and interest of the Grantor or anyone claiming by, through or under the Grantor.

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the _____ day of August, 2023, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of _____, 2023.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



EXHIBIT A

Property Description

All of that lot, tract or parcel of land in Craven County, North Carolina, in Number Five (5) Township on the southeast side of Adams Creek Road (NCSR 1700) and more particularly described as follows:

Beginning at a point in the southeast right of way line of Adams Creek Road which place of beginning lies North 52 degrees 51 minutes East 153.94 feet, North 60 degrees 13 minutes East 20.02 feet and South 26 degrees 51 minutes East 30 feet from the intersection of the centerline of Adams Creek Road and NCSR 1703 and running thence with the southeast right of way line of Adams Creek Road North 62 degrees 39 minutes East 5 feet and North 63 degrees 09 minutes East 95 feet, thence South 26 degrees 51 minutes East 200 feet, thence South 63 degrees 09 minutes West 100 feet, thence North 26 degrees 51 minutes West 199.76 feet to the southeast right of way line of Adams Creek Road, the place of beginning. Containing 0.46 acres according to a plat entitled "PLAT FOR MARK W. WERTHWEIN," prepared by James C. Simmons, Registered Land Surveyor, L-1532, copy of which is hereto attached and made a part of this description.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

OWNER: CRAVEN COUNTY

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 5200 Adams Creek Road., New Bern, NC (Parcel No. 5-021-036) See **EXHIBIT "A"** attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____
JASON R. JONES, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

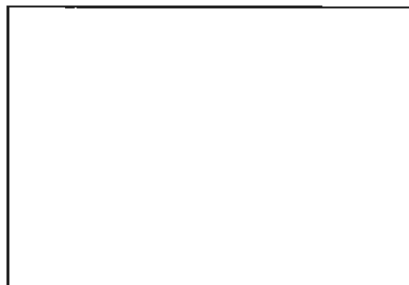
The undersigned Notary Public does hereby certify that on the ____ day of _____, 2023, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2023.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC



8. COUNTY MANAGER'S REPORT: Jack Veit

9. COMMISSIONERS' REPORTS